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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE: NUNA BABY ESSENTIALS  
RAVA LITIGATION

Case No. 3:25-cv-01284-AMO

**Class Action**

**CONSOLIDATED CLASS ACTION  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiffs Prashmi Khanna, Fabiola Chapman, Tina Marie Barrales, Tiffany Larry, Alyna Smith, Mariana Bernasconi Pelufo, Eleisha Sadasey, and Behnaz Faridian Kade, individually, and on behalf of themselves and a Class of those similarly situated (“Plaintiffs”), bring this action by the undersigned counsel against Defendant Nuna Baby Essentials, Inc. (“Defendant” or “Nuna”) based upon personal knowledge of the allegations pertaining to themselves, and upon information, belief, and the investigation of counsel as to all other allegations.

## **I. INTRODUCTION**

1. Plaintiffs Prashmi Khanna, Fabiola Chapman, Tina Marie Barrales, Tiffany Larry, Alyna Smith, Mariana Bernasconi Pelufo, Eleisha Sadasey, and Behnaz Faridian Kade, on behalf of themselves and all others similarly situated, bring this Consolidated Class Action Complaint against defendant Nuna Baby Essentials, Inc. for designing, manufacturing, developing, marketing, selling, and distributing the defective and unsafe “RAVA” Convertible Car Seat (“RAVA,” or “RAVA Car Seat”)<sup>1</sup> throughout the United States.

2. The RAVA Car Seats are marketed as “convertible” car seats, meaning that they are designed to adjust to accommodate a child from infancy to childhood, beginning as a rear-facing car seat for infants and children from 5 to 50 pounds which can be converted to a forward-facing car seat for children at least 2 years old. As children continue to grow, the car seat can be extended to secure children up to 65 pounds.<sup>2</sup>

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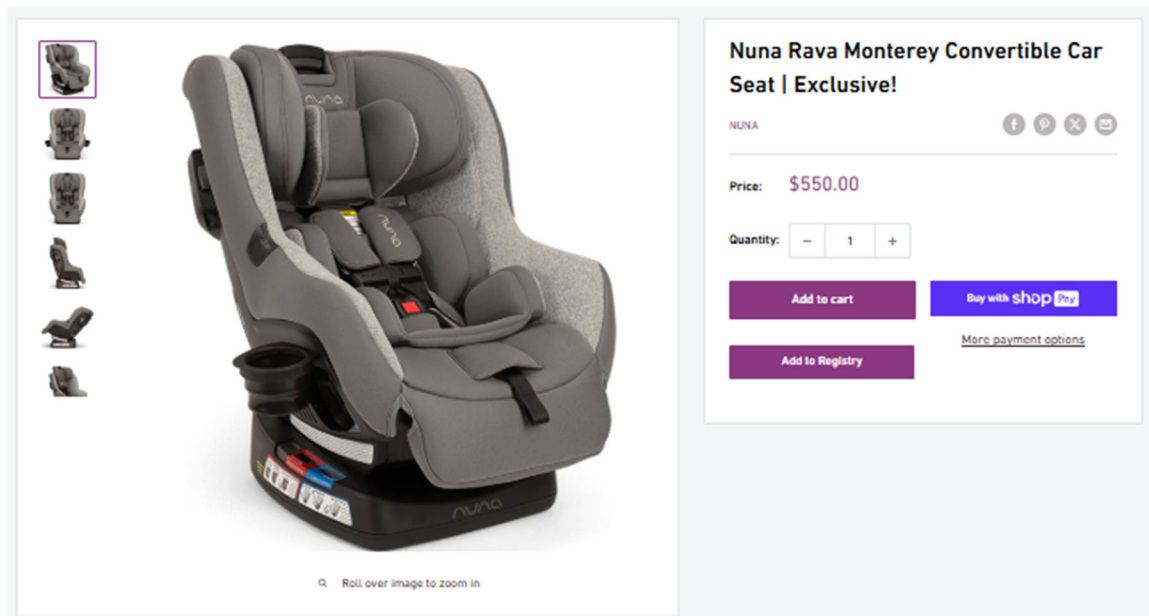
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<sup>1</sup> The RAVA product line includes several substantially similar models: CS-50-001 Caviar, CS-50-002 Indigo, CS-50-003 Berry, CS-50-004 Blackberry, CS-50-005 Slate, CS05101CHC Charcoal, CS05103CVR Caviar, CS05103FRT Frost, CS05103GRN Granite, CS05103LAK Lake, CS05103OXF Oxford, CS05103ROS ROSE, CS05115DDC Droplet Dot Collection, CS05105BAC Broken Arrow Caviar, CS05106BRS Brushstroke, CS05107RFD Refined, CS05109RVT Riveted, CS05110LGN Lagoon, CS05110EDG Edgehill, CS05111OCN Ocean, CS05114CRD Curated, CS05104THR Threaded, and CS05101HCV Verona. See <https://nunababy.com/recalls-rava1> (“Recall Notice”), last accessed March 26, 2025.

<sup>2</sup> [https://nunababy.com/usa/rava-convertible-car-seat?color\\_ref=16720](https://nunababy.com/usa/rava-convertible-car-seat?color_ref=16720), last accessed March 26, 2025.

3. The RAVA Car Seats are sold for approximately \$550.00,<sup>3</sup> significantly more expensive than similar convertible car seats:



<sup>3</sup> <https://brixy.com/products/nuna-rava-monterey-convertible-car-seat-exclusive>, last accessed March 26, 2025.

4. On its website, Nuna advertises the RAVA Car Seats as a “[f]an-favorite for security, ease-of-use, longevity and sleek design.”<sup>4</sup> The RAVA Car Seats, like other car seats, are designed and manufactured to provide safe and secure transport for children riding in a vehicle. The RAVA Car Seats provide protection through a five-point harness system that, when tightened, is designed to remain securely in place until the front release button is pressed and the harness straps are loosened simultaneously. As the marketing confirms, the harness system is intended to remain secure throughout the ride, and especially during a crash.<sup>5</sup> This, however, is not the case, making the RAVA Car Seats unsafe and unsuitable for their marketed and intended purpose of providing safe transport for children.

5. The RAVA Car Seats do not meet minimum standards of operating with the necessary level of safety. Defendant designed over 600,000 RAVA Car Seats manufactured between July 16, 2016 and October 25, 2023 without a cover over the front harness adjuster button, which controls the tightness of the RAVA Car Seat straps (the “Defect”).<sup>6</sup> As a result, debris—whether from snacks, toys, or any of the endless variety of debris a child can produce—that falls into the front harness adjuster area can “imped[e] the mechanism from properly clamping on the strap,” causing the RAVA Car Seat straps to loosen.<sup>7</sup>

6. As a result of this dangerous Defect, toddlers and children can—and indeed have—loosen the straps of the RAVA Car Seat and even get out of the RAVA Car Seat while their parent is driving. In the worst-case scenario, a child could be insecurely fastened during a car accident, leading to injury or even death.

7. Not only is it critical that children and infants are secure in their harness, especially in the event of a crash, but children are “not known for their neatness”: the presence of sand, dirt, crumbs, slick substances, or other debris on the surface of the RAVA Car Seat may cause the Defect

<sup>4</sup> [https://nunababy.com/usa/rava-convertible-car-seat?color\\_ref=16720](https://nunababy.com/usa/rava-convertible-car-seat?color_ref=16720), *last accessed Feb. 5, 2025*.

<sup>5</sup> *Id.*

<sup>6</sup> Recall Notice; <https://www.nbcnews.com/business/recall/nuna-baby-essentials-recalls-600000-rava-car-seats-due-harness-issue-rcna184990>, *last accessed March 27, 2025*.

<sup>7</sup> <https://www.nbcnews.com/business/recall/nuna-baby-essentials-recalls-600000-rava-car-seats-due-harness-issue-rcna184990>

1 to manifest, preventing the locking mechanism from functioning properly and allowing the harness  
 2 to loosen. Simply put, the Defect causes the RAVA Car Seat to fail to provide any protection  
 3 whatsoever.<sup>8</sup>

4 8. This is a dangerous Defect which Defendant knew of or should have known and  
 5 warned customers about, and which has been experienced and reported by disappointed consumers  
 6 firsthand after the point of sale. No reasonable consumer would purchase a premium, expensive car  
 7 seat to transport babies and children that has or could develop a serious safety defect that could  
 8 harm or even kill their child.

9 9. Defendant touts the RAVA's "unwavering security," "all-steel frame," and "energy  
 10 absorbing foam" to convince safety-conscious parents to shell out for an expensive car seat,<sup>9</sup> but  
 11 all of those safety features are for naught if the RAVA Car Seat fails in its most basic purpose:  
 12 securely fastening children into the RAVA. As Nuna itself states on its website: "A loose harness  
 13 may not properly restrain the occupant, increasing the risk of injury in a crash."<sup>10</sup>

14 10. Nuna represents the RAVA Car Seat as safe because it knows parents like Plaintiffs  
 15 are concerned for the safety of their children and are willing to pay top-dollar for the safest car seat  
 16 possible. No reasonable consumer would purchase a premium, expensive car seat to transport  
 17 children that has or could develop a serious safety defect that could harm their child.

18 11. Unfortunately, all consumers who purchased a RAVA Car Seat received a defective  
 19 and unsafe car seat. The RAVA Car Seats suffer from a significant product safety Defect and as of  
 20 December 20, 2024, are subject to a major national recall.<sup>11</sup>

21 12. As part of the Recall, Nuna began to send notice to consumers on January 15, 2025,  
 22 pursuant to National Highway Transportation Safety Administration ("NHTSA") requirements. A  
 23 copy of this notice is attached as Exhibit A, which references the Recall as "NHTSA Recall No.  
 24 24C002." Notably, not all consumers have received this notice yet. Further, it is unclear how Nuna

25 <sup>8</sup> *Id.*

26 <sup>9</sup> See [https://nunababy.com/usa/rava-convertible-car-seat?color\\_ref=16720](https://nunababy.com/usa/rava-convertible-car-seat?color_ref=16720)

27 <sup>10</sup> See Recall Notice; see also <https://www.nbcnews.com/business/recall/nuna-baby-essentials-recalls-600000-rava-car-seats-due-harness-issue-rcna184990>.

28 <sup>11</sup> See *id.*

1 intends to send this notice to consumers, or whether Nuna can even ensure that all purchasers of  
 2 the Product receive notice of the Recall at all. Given this, it is unclear if a majority of RAVA Car  
 3 Seat purchasers have learned—or even can learn—about the dangers of continued use of the RAVA  
 4 Car Seats, or of the inherent and significant safety risks associated with continued use of the RAVA  
 5 Car Seats.

6 13. In this notice, Nuna recognizes that the Defect impacts the safety of the RAVA Car  
 7 Seat and, when manifested, can cause the harness to loosen, which causes it to “not properly restrain  
 8 the child, increasing the risk of injury in a crash.”<sup>12</sup>

9 14. Indeed, Nuna explains that “[i]f the harness lengthens while [testing to determine if  
 10 the Defect has manifested], STOP using the seat . . . immediately.”<sup>13</sup> Nuna itself warns consumers  
 11 not to use the RAVA Car Seats when the Defect manifests—which, given the common  
 12 circumstances giving rise to manifestation, likely occurs often—but fails to provide a meaningful  
 13 remedy to address this or provide monetary reimbursement.

14 15. The Recall is wholly inadequate. Rather than actually recalling this unsafe product,  
 15 Nuna instead only offers to provide parents with instructions on how to slightly modify their  
 16 existing RAVA Car Seat—by promising only a new seat pad, cleaning kit, and care instructions  
 17 (the “Cleaning Kit”).<sup>14</sup> Parents must then disassemble, clean, and reassemble the RAVA Car Seat,  
 18 which may continue manifesting the Defect if parents—who are laypeople—are unable to get all  
 19 of the components thoroughly clean. Moreover, the Repair Kits do not come in all of the color  
 20 options that were initially available to parents, some of which parents paid an *additional* price  
 21 premium for. Thus, even setting aside Nuna’s failure to provide financial compensation, and aside  
 22 from the inadequacy of these slight modifications this Recall only further diminishes the value of  
 23 Nuna’s so-called “luxurious” car seats.<sup>15</sup>

24 16. Worse, the Recall still requires consumers to *request* remediation—which they must

25 <sup>12</sup> Exhibit A, at 1.

26 <sup>13</sup> *Id.* at 2.

27 <sup>14</sup> <https://nunababy.com/recalls-rava1>, last accessed Feb. 5, 2025.

28 <sup>15</sup> <https://nunababy.com/usa>, last accessed Feb. 5, 2025.

1 install themselves, as laypersons with no knowledge of the design of car seats.

2 17. While some consumers can no longer use their RAVA Car Seats because of the  
3 Defect and have resorted to purchasing substitute car seats, others, whose RAVA's do not show  
4 damage at this time or who simply cannot afford to replace their \$550 RAVA, now fear for their  
5 children's safety because the Defect can manifest while in ordinary use—indeed, the Defect's  
6 manifestation is *caused* by perfectly ordinary use.

7 18. While there is a significant resale market for used car seats, the defective, recalled  
8 RAVA Car Seats in this case have experienced a significant loss in value and useful life because  
9 of these issues. And, instead of providing a refund for customers with the RAVA Car Seats,  
10 Defendant has only offered the Cleaning Kit purportedly intended to prevent the front harness  
11 adjuster button from accumulating debris.<sup>16</sup> Through this suit, Plaintiffs request a full refund and/or  
12 applicable damages on these expensive RAVA Car Seats, as well as all other appropriate relief.

## 13 **II. PARTIES**

### 14 **A. Plaintiffs**

15 19. Plaintiff Prashmi Khanna resides in and is a citizen of the State of California in San  
16 Mateo County.

17 20. In approximately August 2022, Plaintiff Khanna purchased a RAVA Car Seat in  
18 California online from Nordstrom.com, an authorized retailer.<sup>17</sup>

19 21. Plaintiff Fabiola Chapman resides in and is a citizen of the State of California in  
20 Shasta County.

21 22. In approximately February 2024, Plaintiff Chapman purchased two RAVA Car  
22 Seats in California online from Strolleria.com.<sup>18</sup>

23 23. Plaintiff Tina Marie Barrales is a citizen of the State of California in Los Angeles  
24 County.

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25 <sup>16</sup> *Id.*

26 <sup>17</sup> Ms. Khanna's RAVA Car Seat has a model number CS05106 and was manufactured on January  
6, 2022.

27 <sup>18</sup> Ms. Chapman's RAVA Car Seats both have a model number CS05103 and were manufactured  
28 on November 9, 2023 and October 10, 2023.



1           24. In approximately August 2022, Plaintiff Barrales purchased a RAVA Car Seat in  
2 Huntington Park, California from Nordstrom, an authorized retailer.<sup>19</sup>

3           25. Plaintiff Tiffany Larry resides in and is a citizen of the State of California in Los  
4 Angeles County.

5           26. In approximately March 2022, Plaintiff Larry purchased a RAVA Car Seat in  
6 California online from potterybarnkids.com, an authorized retailer.<sup>20</sup>

7           27. Plaintiff Alyna Smith resides in and is a citizen of the State of California in Los  
8 Angeles County.

9           28. In approximately August 2023, Plaintiff Smith purchased a RAVA Car Seat in  
10 California online from bambibaby.com.<sup>21</sup>

11           29. Plaintiff Mariana Bernasconi Pelufo resides in and is a citizen of the State of  
12 California in San Francisco County.

13           30. In September 2019, Plaintiff Bernasconi Pelufo purchased a RAVA Car Seat in  
14 California for \$444.44. After that RAVA Car Seat was involved in a car break-in, Plaintiff  
15 Bernasconi Pelufo then purchased a second RAVA Car Seat in California in November 2019 for  
16 \$399.99.<sup>22</sup>

17           31. Plaintiff Eleisha Sadasey resides in and is a citizen of the State of California in  
18 Orange County.

19           32. Plaintiff Sadasey purchased her RAVA Car Seat in California from a brick-and-  
20 mortar store, likely a Nordstrom, for approximately six hundred dollars (\$600).<sup>23</sup>

21 \_\_\_\_\_  
22 <sup>19</sup> Ms. Barrales' RAVA Car Seat has a model number CS05105BAC and was manufactured on  
November 25, 2021.

23 <sup>20</sup> Ms. Larry's RAVA Car Sear has a model number CS05103 and was manufactured on December  
24 31, 2022.

25 <sup>21</sup> Ms. Smith's RAVA Car Seat has a model number CS05103 and manufactured on December 10,  
2022.

26 <sup>22</sup> Plaintiff Bernasconi Pelufo gifted her remaining RAVA Car Seat to a friend around February  
2023, after her child outgrew it.

27 <sup>23</sup> Plaintiff Sadasey's RAVA Car Seat has a model number of CS05103CVR, serial number of  
28 0199124, and was manufactured on January 4, 2021 in Morgantown, PA.



33. Plaintiff Behnaz Faridian Kade resides in and is a citizen of the State of California in Los Angeles County.

34. In 2021, Plaintiff Faridian Kade purchased a RAVA Car Seat in California from Pottery Barn for approximately \$550.00. On or about August 24, 2022, Plaintiff Faridian Kade purchased a second RAVA Car Seat from Bloomingdales for \$547.45.<sup>24</sup>

#### **B. Defendant**

35. Defendant Nuna Baby Essentials, Inc., is a Pennsylvania corporation whose principal place of business is at 70 Thousand Oak Blvd., Morgantown, Pennsylvania 19543-8878. Thus, for jurisdictional purposes, Defendant is a citizen of the State of Pennsylvania.

36. Defendant Nuna Baby Essentials, Inc., is owned by Nuna International B.V., a subsidiary of Wonderland Nurserygoods, a Taiwanese company.

37. Nuna Baby Essentials, Inc. designs, manufactures, distributes, markets, advertises, labels, and sells products for babies to consumers throughout the United States, including in California.

### **III. JURISDICTION AND VENUE**

38. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 (“CAFA”) because: (1) there are 100 or more putative Class Members; (2) the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest and costs; and (3) there is diversity because Plaintiffs and Defendant are citizens of different states. *See* 28 U.S.C. § 1332(d)(2)(A).

39. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

40. This Court has personal jurisdiction over Plaintiffs because Plaintiffs are citizens of California and purchased the product in California and within this District.

41. This Court has personal jurisdiction over Defendant because Defendant has transacted business and affairs in California and has committed the acts complained of in

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<sup>24</sup> Plaintiff Faridian Kade’s RAVA Car Seats have model numbers of CS05103CVR and CS05103ROS, serial numbers of 0788875 and 0552308, and were manufactured on September 4, 2021 and June 9, 2022, respectively, in Morgantown, PA.

1 California.

2 42. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b), (c), and (d)  
3 because a substantial part of the events giving rise to Plaintiffs' claims occurred in this District.  
4 Defendant has transacted business and affairs in this District and has committed the acts complained  
5 of in this District.

#### 6 **IV. DIVISIONAL ASSIGNMENT**

7 43. Pursuant to Local Rules 3-2(c) and 3-2(d), assignment of this Action to the San  
8 Francisco Division or the Oakland Division is proper because a substantial part of the events or  
9 omissions giving rise to Plaintiff Khanna's claims occurred in San Mateo County.

#### 10 **V. FACTUAL ALLEGATIONS**

##### 11 **A. Nuna's RAVA Car Seats and Representations**

12 44. Nuna is a consumer goods company founded in 2007 specializing in baby  
13 products.<sup>25</sup>

14 45. Nuna markets itself as a "global brand . . . inspired by the ingenuity of Dutch  
15 design."<sup>26</sup>

16 46. Nuna develops, manufactures, markets, and sells car seats, including all variations  
17 of the RAVA Car Seat. Per Nuna's website, consumers can purchase the RAVA at Brixy, where it  
18 is listed for \$550.<sup>27</sup> The RAVA Car Seat is also available at other online and brick and mortar  
19 vendors throughout the United States, including such as Nordstrom, Bloomingdale's, Pottery Barn  
20 Kids, Neiman Marcus, Kidsland USA, and others.

21 47. For example, Baby Gear Lab lists the RAVA at \$650,<sup>28</sup> over \$200 more expensive  
22 than the next most expensive of Baby Gear Lab's listed similar convertible car seats.<sup>29</sup>

23 <sup>25</sup> <https://www.linkedin.com/company/nunababy/>, last accessed August 5, 2025.

24 <sup>26</sup> <https://nunababy.com/usa/about>, last accessed August 5, 2025.

25 <sup>27</sup> [https://nunababy.com/usa/rava-convertible-car-seat?color\\_ref=16720](https://nunababy.com/usa/rava-convertible-car-seat?color_ref=16720), last accessed August 5,  
26 2025; <https://brixy.com/products/nuna-rava-monterey-convertible-car-seat-exclusive>, last  
accessed August 5, 2025.

27 <sup>28</sup> <https://www.babygearlab.com/reviews/vehicle-safety/convertible-car-seat/nuna-rava>, last  
accessed August 5, 2025.

28 <sup>29</sup> <https://www.babygearlab.com/topics/vehicle-safety/best-convertible-car-seat/ratings>, last

48. Nuna commands this expensive price point because of its perception among new parents and within the industry: that its car seats, including the RAVA Car Seats at issue, are high quality, long lasting, and—above all else—very safe.

49. The RAVA Car Seats are marketed as “convertible” car seats, meaning that they are designed to adjust to accommodate a child from infancy to childhood, beginning as a rear-facing car seat for infants and children from 5 to 50 pounds which can be converted to a forward-facing car seat for children at least 2 years old. As children continue to grow, the car seat can be extended to secure children up to 65 pounds.<sup>30</sup>

50. On information and belief, Plaintiffs allege that sometime around 2020, Nuna represented that the RAVA Car Seat would expand to grow with consumers’ children, and last 10 years. Consumers have discussed this representation online.<sup>31</sup>

51. The RAVA Car Seat is marketed as “a reliable anchor to your child’s car-riding adventures and your parental peace of mind[.]” Nuna promises that consumers who buy a RAVA Car Seat “can trust in its unwavering security[.]”<sup>32</sup>

52. These representations echo representations Nuna makes about its products generally:

Our baby gear is extensively tested before it leaves the factory. We use advanced equipment and testing methods, going above and beyond what’s required. To ensure compliance with safety standards, we regularly have our gear tested at accredited, independent labs.<sup>33</sup>

53. On the “Features & Specs” page for the RAVA Car Seat, Nuna begins by listing six

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*accessed August 5, 2025.*

<sup>30</sup> [https://nunababy.com/usa/rava-convertible-car-seat?color\\_ref=16720](https://nunababy.com/usa/rava-convertible-car-seat?color_ref=16720), *last accessed March 26, 2025.*

<sup>31</sup> *See, e.g.,* [https://www.nhtsa.gov/car-seat/NUNA/RAVA/a\\_4248717](https://www.nhtsa.gov/car-seat/NUNA/RAVA/a_4248717) complaint dated February 21, 2023 noting the RAVA’s “10 year expiration date”), *last accessed March 27, 2025*; <https://community.babycenter.com/post/a75754862/nuna-rava-worth-the-hype> (comment asking: “Will [the RAVA Car Seat] make it the 10 years as advertised?”), *last accessed March 27, 2025.*

<sup>32</sup> [https://nunababy.com/usa/rava-convertible-car-seat?color\\_ref=16835](https://nunababy.com/usa/rava-convertible-car-seat?color_ref=16835), *last accessed August 5, 2025.*

<sup>33</sup> *Id.*

1 safety features, including several promising that consumers' children will be securely fastened into  
 2 the RAVA. Specifically, Nuna advertises the RAVA Car Seat's:

- 3 • "All-steel frame and reinforced belt path for superior protection
- 4 • EPO energy-absorbing foam and Side Impact Protection (SIP) pods for
- 5 ultimate safekeeping
- 6 • Simply™ secure installation for confidence every time
- 7 • True tension™ doors provide a secure fit without the struggle
- 8 • Colored belt path indicators decrease risk of install errors
- 9 • Quick-release 3 to 5-point harness makes it easy to fasten them in[.]”<sup>34</sup>

10 54. Nuna also engaged in targeted advertisement for the RAVA Car Seat through the  
 11 internet and social media. Targeted advertisement occurs when, based off a profile built by  
 12 analyzing an individual's online and on-device activity, businesses and retailers like Nuna target  
 13 specific, individual consumers with advertisements that are likely to be relevant to their interests,  
 14 such as expecting parents. As any new parent knows, targeted advertising is particularly prevalent  
 15 in the market for baby products, such as car seats.

16 55. As evidenced by the supremacy of safety considerations in its marketing, Nuna  
 17 knows that safety is the paramount consideration of parents purchasing a RAVA Car Seat. For  
 18 example, Nuna boasts that “Nuna's luxurious car seats are engineered for growth keeping baby to  
 19 'tween safe at every stage. Combining safety with high design, Nuna's car seats are mindfully  
 20 manufactured[.]”<sup>35</sup> In its “Car Seat Headquarters” webpage,<sup>36</sup> Nuna describes its purportedly top-  
 21 of-the-line safety features at length:

22  
 23  
 24  
 25  
 26 <sup>34</sup> [https://nunababy.com/usa/rava-convertible-car-seat?srsId=AfmBOopFQv7moc\\_ChKyNBlt307uXOhlKevl9vL5n2UkBZWWGHOM3yHel&color\\_ref=16957](https://nunababy.com/usa/rava-convertible-car-seat?srsId=AfmBOopFQv7moc_ChKyNBlt307uXOhlKevl9vL5n2UkBZWWGHOM3yHel&color_ref=16957), last accessed March 26, 2025.

27 <sup>35</sup> <https://nunababy.com/usa>, last accessed March 26, 2025.

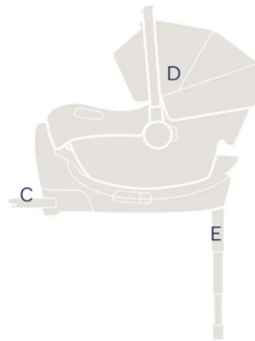
28 <sup>36</sup> <https://nunababy.com/usa/us-car-seat-headquarters>, last accessed March 26, 2025.

## Unique safety features



**A.** True tension™ doors ensure an ultra-secure fit in vehicle without the struggle.

**B.** Bubble-free installation—Designed and engineered to give you the ability to choose your preferred recline angle without the need for a bubble indicator.



**C.** Steel reinforced True lock™ and rigid latch—True lock™ installation makes set up swift, simple and above all—safe.

**D.** Aeroflex™ side impact protection—Aeroflex™ foam is cleverly lightweight, resilient, and minimizes force transferred to baby by absorbing and diffusing energy.

**E.** Multi-position steel stability leg reduces forward rotation of the car seat, absorbs impact, and minimizes forces transferred to the baby in the event of a vehicle crash.



56. But all of these highly-marketable safety innovations are for naught if the RAVA Car Seat fails to perform a car seat's most basic function: keeping children buckled in the seat.

### **B. The RAVA Car Seat Defect and Recall**

57. On December 20, 2024, Nuna instituted a “voluntary recall” for 600,000 RAVA Car Seats manufactured between July 16, 2016 and October 25, 2023.<sup>37</sup>

58. This Recall concerns a “loose harness [that] may not properly restrain the occupant, increasing the risk of injury in a crash.”<sup>38</sup>

59. Due to this Defect, debris that enters the area where the front harness adjuster button is located “may cause the teeth of the adjuster mechanism to no longer properly clamp onto the

<sup>37</sup> Recall Notice; <https://www.nbcnews.com/business/recall/nuna-baby-essentials-recalls-600000-rava-car-seats-due-harness-issue-rcna184990>.

<sup>38</sup> *Id.*

1 adjuster strap, resulting in the harness no longer remaining tight.”<sup>39</sup>

2 60. The Recall Notice states that, when the Defect manifests, consumers should  
3 *immediately* stop using the RAVA Car Seat.<sup>40</sup>

4 61. Put differently, despite Defendant’s representations about the safety of the RAVA  
5 Car Seat, the RAVAs do not meet the bare minimum standards of operating with the usual and  
6 expected level of safety due to the Defect in the RAVA’s design. The RAVA Car Seat lacks a cover  
7 over the front harness adjuster button, which controls the tightness of the RAVA’s straps. As a  
8 result, debris, including from snacks, toys, etc., that falls into the front harness adjuster area can  
9 “imped[e] the mechanism from properly clamping on the strap,” causing the RAVA’s straps to  
10 loosen.<sup>41</sup> Once the RAVA’s straps are loosened, a child can crawl out of their car seat, or, in the  
11 case of a car accident, be seriously injured or even killed.

12 62. This is an extremely dangerous Defect. As any parent or caregiver, or anyone  
13 familiar with children whatsoever, will understand, children leave behind debris of all kinds—from  
14 crumbs of puff snacks, to melted ice cream, to bits of tanbark and twigs—even under the watchful  
15 eye of a guardian. Every defective RAVA Car Seat is therefore likely to manifest the Defect at  
16 some point.

17 63. Dr. Alisa Baer, a pediatrician and co-founder of The Car Seat Lady, an advocacy  
18 organization devoted to preventing children’s injuries in cars, confirms this. “The looser the child  
19 is in the straps, the longer it takes to stop,” she explained.<sup>42</sup> “You do not want to make contact with  
20 anything except your seat belt or car seat straps in a crash.”<sup>43</sup>

21 64. When dirt, crumbs, or other debris enter the harness adjuster, “children can  
22 accidentally loosen the car seat straps if they lean forward because the locking mechanism might  
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24 <sup>39</sup> *Id.*

25 <sup>40</sup> *Id.*

26 <sup>41</sup> *Id.*

27 <sup>42</sup> *Id.*

28 <sup>43</sup> *Id.*

1 not work[.]”<sup>44</sup>

2 65. Moreover, Dr. Baer confirmed the obvious: “Children are not known for their  
3 neatness,” meaning that the Defect is likely to manifest.<sup>45</sup>

4 66. Consumers confirm this as well. For years, consumers have been complaining online  
5 and directly to Nuna of the RAVA Car Seat’s straps coming loose even when tightened by the  
6 consumer. For example, the National Highway Traffic Safety Administration (“NHTSA”) has  
7 seventeen (17) pages of complaints regarding the RAVA Car Seat, with consumers nationwide  
8 complaining of the RAVA’s loosening straps since late 2020, four years before Nuna initiated its  
9 Recall.<sup>46</sup> The complaints include, e.g.:

- 10 • “THE CONTACT WAS ABLE TO LOOSEN THE STRAPS WITH LITTLE  
11 EFFORT. THE CONTACT STATED THAT IN THE EVENT OF A CRASH,  
12 THE CHILD COULD EASILY SLIP OUT OF THE STRAPS.”<sup>47</sup>
- 13 • “THE CONTACT STATED THAT WHILE ATTEMPTING TO SECURE  
14 THE CHILD IN THE CAR SEAT, IT WAS DISCOVERED THAT THE  
15 STRAP LOCKING MECHANISM WAS FAULTY AND WOULD NOT  
16 REMAIN SECURED. THE CAUSE OF THE FAILURE WAS NOT  
17 DETERMINED. THE MANUFACTURER AND DEALER WAS NOTIFIED  
18 OF THE FAILURE.”<sup>48</sup>
- 19 • “We were leaving a car dealership to head home, my husband put our toddler in  
20 his car seat and after doing the pinch test, pulled on the chest buckle to make  
21 sure it was tight enough. When he pulled the chest buckle, it loosened both  
22 harness belts. We attempted the same scenario over 20 times and each time you  
23 could pull on the chest clip and retract both harness belts. Without pushing the  
24 button to retract. Nothing is stuck in the car seat as our child doesn't eat or drink  
25 in his seat. We uninstalled and reinstalled, opened the seat, etc and there is no  
26 issue that we could correct. Our son's life was in danger driving home last night.  
27 If we were to have gotten in an accident, the force of the crash would have jolted  
28 his body forward and loosened the harness.”<sup>49</sup>
- 29 • “My child was secured in the car seat: chest clip, buckled, and the harness pulled  
30 to secure. Without pushing the release button, the harness comes loose when

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31 <sup>44</sup> *Id.*

32 <sup>45</sup> *Id.*

33 <sup>46</sup> [https://www.nhtsa.gov/car-seat/NUNA/RAVA/a\\_4248717](https://www.nhtsa.gov/car-seat/NUNA/RAVA/a_4248717), last accessed March 27, 2025.

34 <sup>47</sup> *Id.* (complaint dated December 31, 2020).

35 <sup>48</sup> *Id.* (complaint dated April 1, 2021).

36 <sup>49</sup> *Id.* (complaint dated August 9, 2021).



1 pulled . . . If coming to an abrupt stop, my child may have come out of the  
2 seat.”<sup>50</sup>

- 3 • “When the child is buckled in and the straps are all tight, they can be pulled  
4 loose without using the release button at the bottom. This is incredibly unsafe  
5 and would make this car seat useless if we were to be in a car accident. My car  
6 seat has not been inspected but the manufacturer has been notified.”<sup>51</sup>
- 7 • “I am able to loosen the harness by lightly pulling on it without use of the harness  
8 release button. The harness is not holding the child in place and if there were an  
9 accident it would do nothing to protect him or keep him inside the vehicle. Nuna  
10 has been contacted and is replacing the car seat shell but advised this is a  
11 “courtesy” since it is outside of the 2 year warranty. It is ridiculous that this  
12 could ever happen especially since the car seat has a 10 year expiration date and  
13 a convertible car seat is supposed to last for years.”<sup>52</sup>
- 14 • “The contact owns a Nuna Rava car seat. The contact stated that the tether used  
15 to secure the child in the seat had become loosened. The contact stated that her  
16 child was able to pull the tether apart. The car seat had not been repaired. The  
17 manufacturer was made aware of the failure and opened a case.”<sup>53</sup>
- 18 • “When the harness is fully tightened and secure my child can easily loosen it by  
19 pushing on it. I have sent a video to Nuna for review. If we were in an accident  
20 the harness could fully loosen and my child could be propelled out of the seat.  
21 We’ve discontinued use of the seat and are awaiting Nuna’s response.”<sup>54</sup>
- 22 • “My Nuna Rava car seat will not secure my child. The straps will not lock, and  
23 are coming loose with the slightest tug on the chest clip. Our 2 year old child  
24 can pull the straps loose. I hate to think about what would happen if we were in  
25 an accident. I contacted Nuna for a refund, and was informed they would be  
26 unable to process returns on behalf of a retail partner. I do not feel like Nuna  
27 Rava is a safe car seat for my children. There are 25 complaints on NHTSA, and  
28 many seem to be about the same issue. This is also the second Nuna Rava car  
seat I’ve personally had to file report on that is defective. We’ve had five total.  
Two out of five malfunctioning in the same way is very concerning. I’m hoping  
these get recalled. I can’t believe they haven’t already. I just hope a child doesn’t  
get seriously hurt, before action is taken.”<sup>55</sup>
- “Harness suddenly started to loosen by itself without pushing on the release  
mechanism. Extremely dangerous as child is not restrained at all when this  
happens. After doing some research online, it appears that there may be  
something stuck in the release mechanism area, but there is no easy way to get  
to the area to clean it. (Only way is to unscrew the bottom portion of the car seat

23 <sup>50</sup> *Id.* (complaint dated June 8, 2022).

24 <sup>51</sup> *Id.* (complaint dated July 13, 2022).

25 <sup>52</sup> *Id.* (complaint dated February 21, 2023).

26 <sup>53</sup> *Id.* (complaint dated June 10, 2023).

27 <sup>54</sup> *Id.* (complaint dated August 15, 2023).

28 <sup>55</sup> *Id.* (complaint dated December 21, 2023).

- which a Nuna representative has said they do not advise doing and also is impractical if you are not at home and have a screwdriver nearby.)”<sup>56</sup>

- “Problem occurred after several months of use. The chest straps will not consistently lock into position, despite the release button not being engaged. They can easily be pulled to loosen again. This does not secure the child into the seat. We have ensured that the strap mechanism is not clogged with debris. We have submitted a claim to the Nuna company.”<sup>57</sup>

67. On March 21, 2024, a consumer submitted a letter to NHTSA petitioning NHTSA to open a recall for the RAVA Car Seat, stating: “the car seat harness can be loosened completely without pressing on the harness release button. This harness would not be able to restrain a child at all in case of a crash.”<sup>58</sup>

68. Consumers have complained directly to Nuna since at least 2021, as noted in these NHTSA complaints.

69. Consumers have complained directly to Nuna through other means as well. For example, one consumer stated in an online forum in 2021 that they had reported the loosening straps—that is, the Defect and its manifestation—to both NHTSA and Nuna. In response, “Nuna sent me a new seat and said sometimes crumbs or sand can get inside of the seat. Tiny particles can get on the tightening strap from shoes or whatever and when you loosen the harness and the strap goes back inside, the lock traps the particles.”<sup>59</sup> The consumer continued: “Yes so scary a cheerio or playground sand could be life or death for my kiddo. Toddlers are such messy creatures! No matter how hard us parents try to keep things clean.”<sup>60</sup>

70. Perhaps in response to consumer complaints regarding the dangerous Defect, Nuna began manufacturing a redesigned version of the RAVA Car Seat on October 25, 2023—one that included a cloth cover over the front harness adjuster button:

<sup>56</sup> *Id.* (complaint dated July 16, 2024).

<sup>57</sup> *Id.* (complaint dated July 31, 2024).

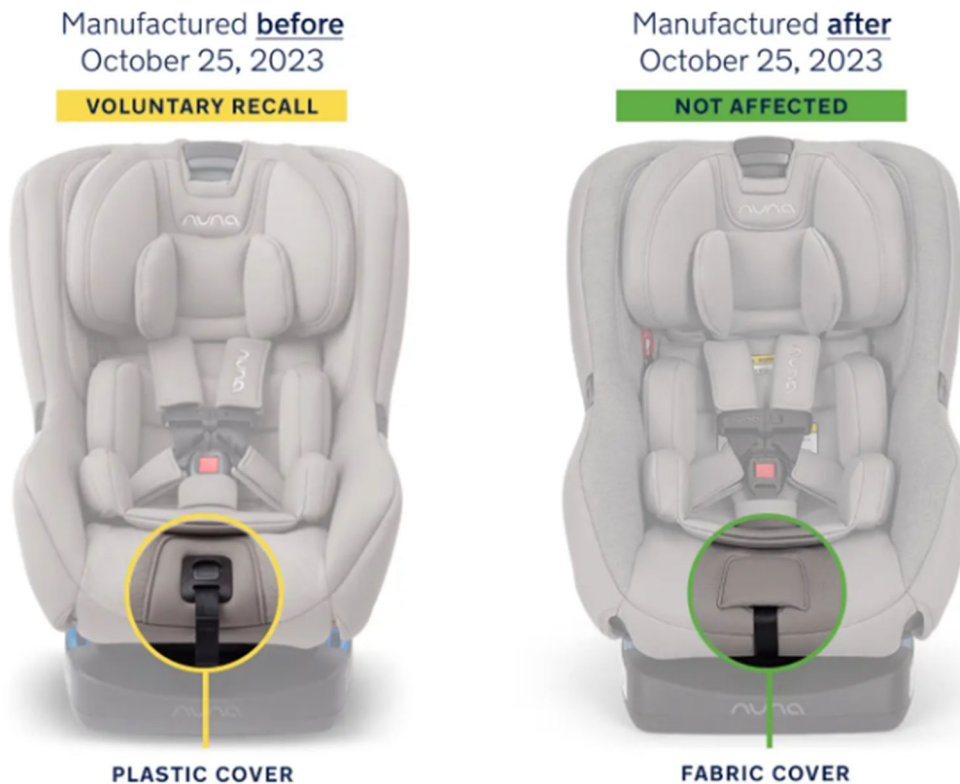
<sup>58</sup> <https://static.nhtsa.gov/complaints/11583786/11583786-0002.pdf>

<sup>59</sup>

[https://www.reddit.com/r/beyondthebump/comments/ko0ok5/nuna\\_rava\\_car\\_seat\\_harness\\_straps\\_loosen\\_when/](https://www.reddit.com/r/beyondthebump/comments/ko0ok5/nuna_rava_car_seat_harness_straps_loosen_when/), last accessed Feb. 10, 2025.

<sup>60</sup> *Id.*

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71. This is the exact remedy prescribed by the Recall.

72. It is clear that Nuna knew about this potentially life-threateningly dangerous Defect for years before notifying the public of the serious risks use of the RAVA posed to infants and children for three reasons: (1) Nuna presumably began designing the redesigned RAVA Car Seat prior to beginning manufacturing, (2) consumers have repeatedly complained about his dangerous Defect since 2020, including directly to Nuna, and (3) Nuna has responded to many consumer complaints, including, but not limited to, Nuna’s 2021 acknowledgement to consumers that “sometimes crumbs or sand can get inside of the seat[.]”.

73. This Defect renders the RAVA Car Seats worthless and unusable for their intended purpose of safely transporting babies, toddlers, and young children.

74. Additionally, Plaintiffs and Class Members substantially overpaid for the defective RAVAs, which have experienced a significant diminution in value and useful life due to this undisclosed Defect and Recall.

75. Indeed, despite this dangerous Defect, the RAVA Car Seat is expensive—some

commenters have called it “super expensive”<sup>61</sup>—compared to similar convertible car seats sold, for example, by Graco Baby for \$199.99<sup>62</sup> and Evenflo for \$349.98,<sup>63</sup> meaning that consumers sometimes spend hundreds of dollars more for the RAVA Car Seat than for competitor car seats. Consumers, including Plaintiffs, were willing to pay this higher price specifically because of the RAVA’s reputation for safety and security. Unfortunately, they were sold an unsafe and defective car seat instead.

76. Nuna was on notice of its obligations to provide a safe and Defect-free car seat to parents like Plaintiff and Class members for several reasons. As an initial matter, a car seat exists for the sole purpose of safely transporting infants, toddlers, and small children in a moving vehicle. Any car seat, like the RAVA Car Seat, that is not safe need not exist.

77. And as Nuna is no doubt aware, federal regulations governing car seats are implemented to “reduce the number of children killed or injured in motor vehicle crashes.” 49 C.F.R. § 571.213.

78. Further, the particular Defect here is one that manufacturers and sellers of car seats, such as Nuna, should be aware of given prior recalls prompted by similar defects.<sup>64</sup>

<sup>61</sup> <https://www.babygearlab.com/reviews/vehicle-safety/convertible-car-seat/nuna-rava>, last accessed March 26, 2025.

<sup>62</sup> [https://www.gracobaby.com/car-seats/toddler-car-seats/convertible-car-seats/extend2fit-convertible-car-seat/SAP\\_1963212.html](https://www.gracobaby.com/car-seats/toddler-car-seats/convertible-car-seats/extend2fit-convertible-car-seat/SAP_1963212.html), last accessed March 26, 2025.

<sup>63</sup> <https://www.evenflo.com/products/revolve360-all-in-one-car-seat>, last accessed March 26, 2025.

<sup>64</sup> See, e.g., <https://www.npr.org/sections/thetwo-way/2014/02/11/275506262/graco-recalls-nearly-3-8-million-child-car-seats#:~:text=toggle%20caption,affected%20consumers%20at%20no%20cost>, last accessed August 5, 2025 (Graco recall of approximately 3.8 million car seats, with an additional 1.8 million car seats under review because “the buckles stop working properly when debris and liquids are dropped into them”); <https://www.counton2.com/news/evenflo-recalls-convertible-car-seats-due-to-safety-concerns>, last accessed August 5, 2025 (Evenflo recall of car seats due to “buckle which may become resistant to unlatching over time, due to exposure to various contaminants (like food and drinks)”); <https://babytrend.com/pages/safety-notices#:~:text=Baby%20Trend%20is%20providing%20customers%20who%20own%20the%20TrendZ%20Fastback,to%20install%20the%20new%20buckle>, last accessed August 5, 2025 (Baby Trend recall of car seats due to “buckle which may become resistant to unlatching over time, due to exposure to various contaminants (like food and drinks)”); see also, e.g., *Long v. Graco Children’s Prods. Inc.*, No. 13-CV-01257- WHO, 2013 WL 4655763 (N.D. Cal. Aug. 26, 2013) (case involving a children’s car seat that failed to unbuckle when debris was introduced to the locking mechanism).

79. Indeed, as NHTSA has warned companies in the past: “It is completely foreseeable that children will eat or drink while seated in their car seat and that some amount of these substances may enter the buckle.”<sup>65</sup> For this reason, regulators do not “believe that food or drink contamination should create any buckle performance issues[.]”<sup>66</sup>

80. For these and other reasons, Nuna was or should have been made aware of the Defect long before the announcement of the Recall by adequate pre-market product safety testing.

**C. Nuna’s Voluntary Recall Is Insufficient**

81. Nuna’s subsequent Recall fails to make Plaintiffs and Class Members whole. To the contrary, it is ineffective and inadequate for providing consumers with a meaningful remedy for purchasing the defective RAVA.

82. As an initial matter, there was insufficient notice to impacted customers, leaving some parents to unknowingly continue using the dangerously defective RAVA Car Seat even after Nuna announced the Recall.

83. Since the Recall was announced, some Plaintiffs experienced delays in receiving the promised Cleaning Kits, even when they have requested them repeatedly, leaving them with expensive and dangerous Car Seats with no repair.

84. In fact, a Nuna employee informed Plaintiff Faridian Kade on or about February 7, 2025 that Nuna had yet to mail out a single Cleaning Kit to any purchaser of the RAVA Car Seat as of that date.

85. Even for those consumers who have received the Cleaning Kits, such Cleaning Kits fail to make Plaintiffs and Class Member whole because the Cleaning Kits do not address Plaintiffs’ and Class Members’ overpayment for or diminution in value of the RAVA Car Seat. No reasonable consumer would purchase a \$550 car seat that does not safely fasten, and that instead endangers their child. Nuna was able to demand such a high price only by misleadingly advertising the RAVA as safe and by failing to notify the public of the dangerous Defect.

86. Further, Nuna failed to recall the entire RAVA Car Seat and instead only advised

<sup>65</sup> <https://www.wral.com/story/graco-recalls-nearly-3-8-million-car-seats/13382063/>, last accessed June 25, 2025.

<sup>66</sup> *Id.*

1 consumers to clean and replace certain portions of it. By failing to recall the entire RAVA Car Seat,  
2 the Recall allows and encourages consumers to continue to use a car seat with the risk of severe  
3 injury, and without the benefit of a professional repair.

4 87. Instead of recalling the RAVA, offering professional repair of the RAVA, and/or  
5 providing consumers with a refund, Nuna offers the Cleaning Kit to ensure the car seat's harness  
6 adjuster is kept clean and working properly. Given that Plaintiffs and Class Members are expected  
7 to thoroughly clean their own RAVA Car Seat—something which consumers report can be  
8 accomplished only with the aid of a screwdriver<sup>67</sup>—and install Nuna's purported repair themselves,  
9 these modifications significantly diminish the RAVA's value as a "high-end," premium, or  
10 luxury product.

11 88. For the same reason, the Recall burdens consumers who are already living busy lives  
12 caring for their children and are not trained or experienced in designing or repairing car seats,  
13 unlike Nuna.

14 89. Further, Nuna advises consumers to immediately stop use of the RAVA Car Seat if  
15 the Defect manifests because it creates a substantial safety risk. Parents who need to transport their  
16 child are therefore forced to either subject their child to danger or to obtain another car seat that  
17 will (unlike the RAVA) safely transport their child during the months Nuna took to send consumers  
18 the promised Cleaning Kits, thereby incurring further monetary damages for which Nuna  
19 is responsible.

20 90. Moreover, the purported repair does not even appear to be available to all consumers  
21 at this time.

22 91. Indeed, Nuna states in its Recall Notice that they will send (only to consumers who  
23 specifically request) a letter to "notify owners when the seat pad and cleaning kit are available."<sup>68</sup>  
24 It is not clear when that will be.

25 <sup>67</sup> See, e.g., [https://www.nhtsa.gov/car-seat/NUNA/RAVA/a\\_4248717](https://www.nhtsa.gov/car-seat/NUNA/RAVA/a_4248717) (complaint dated  
26 July 16, 2024); [https://www.reddit.com/r/beyondthebump/comments/ko0ok5/nuna\\_rava\\_car\\_seat\\_harness\\_straps\\_loosen\\_when/](https://www.reddit.com/r/beyondthebump/comments/ko0ok5/nuna_rava_car_seat_harness_straps_loosen_when/)  
27 (describing cleaning RAVA Car Seat "by removing two screws under the leg rest. Once opened I found all sorts of gunk that was restricting the friction on the latch.").

28 <sup>68</sup> Recall Notice.



92. After originally learning of the Recall, Plaintiff Alyna Smith, for example, contacted Nuna to complain. Nuna simply directed Plaintiff Smith to the online form for the Recall and informed her that if her RAVA Car Seat was not working properly, she must provide video evidence of that fact, while simultaneously leaving open the possibility that Nuna could choose to deny further meaningful repair of the Defect or replacement of the RAVA Car Seat. Thus, even upon request by a consumer, it remains unclear whether Nuna or the Recall will adequately and safely remediate the Defect.

93. Plaintiff Smith did eventually receive a Cleaning Kit as part of the Recall. However, despite following the installation instructions, once installed the seat pad did not fit properly in the RAVA Car Seat, which posed a continuing safety issue for her child and did not remediate the Defect. This renders the Recall insufficient.

94. Other Plaintiffs and Class Members have not even received the cleaning kit and seat pad as part of the Recall. For example, Plaintiff Barrales has not received the Cleaning Kit and, thus, cannot make the repairs called for by the Recall. Indeed, Plaintiff Barrales has *still* not received notice from Nuna of the Recall. Therefore, the Recall cannot remediate the Defect. This renders the Recall insufficient.

95. Nuna's false and misleading marketing of the dangerous RAVA Car Seat, and its knowing failure over *years* to disclose the grave risks of allowing children to use the RAVA Car Seat, allowed Nuna to reap vast profits at the expense of ordinary consumers who erroneously believed their infants and children were safe in Nuna's "premium" car seat.

96. Every RAVA Car Seat suffers from the uniform Defect, which, unknown to consumers but known to Nuna, exists at the point of purchase and poses an unreasonable safety hazard to infants and children. As such, Plaintiff and Class Members are victims of the unfair bargaining power between them and the Defendant based on Nuna's superior industry knowledge.

## **VI. PLAINTIFFS' EXPERIENCES**

### **A. Plaintiff Prashmi Khanna**

97. In approximately August 2022, Plaintiff Khanna purchased a Nuna Rava car seat model number CS05106 and manufactured on January 6, 2022, online from Nordstrom.com, an



1 authorized retailer.

2 98. Plaintiff Khanna's Car Seat is part of the Recall.

3 99. She purchased the RAVA Car Seat for her child to use.

4 100. Prior to her purchase, Plaintiff Khanna read and relied on Defendant's advertising  
5 and marketing materials, including viewing representations that the RAVA Car Seat was known  
6 for its security and safety.

7 101. Plaintiff Khanna was not aware of the Defect in the RAVA Car Seat, or the truth (or  
8 lack thereof) of Nuna's representations regarding the RAVA Car Seat and its safety, until Nuna  
9 published the Recall Notice, over two years after Plaintiff Khanna initially purchased the RAVA  
10 Car Seat.

11 102. Notably, Plaintiff Khanna only happened to learn of the Recall. She only received  
12 formal notice from Nuna of the Recall *after* she had already learned of the Recall on her own and  
13 completed the online form.

14 103. Following her discovery of the Recall, Plaintiff Khanna completed the online form  
15 for the Recall and learned that the offered remedy was a new seat pad, cleaning kit, and care  
16 instructions.

17 104. Had Plaintiff Khanna understood the true nature of the RAVA Car Seat at the time  
18 of purchase, or had Plaintiff Khanna known the truth underneath Nuna's misleading representations  
19 and omissions, she would not have purchased the RAVA Car Seat, or else would have paid  
20 substantially less for it.

21 105. The remedy Nuna has offered to Plaintiff Khanna through the Recall—that is,  
22 providing a new seat pad, cleaning kit, and care instructions—is illusory, and, in any event, entirely  
23 insufficient. The purported remedy, even if actually provided, does not actually address the Defect  
24 or make the RAVA Car Seat safe, and it certainly does not remedy the false representations and  
25 omissions Nuna has made regarding the RAVA, which enticed Plaintiff Khanna to overpay in the  
26 first place. It does not make Plaintiff Khanna whole. The only remedy appropriate for Plaintiff  
27 Khanna and for Class Members is a refund of the RAVA Car Seat.

28 106. As it stands, the purported solution to the defective Car Seats offered by Nuna to

1 Plaintiff Khanna and the Class and Subclass is insufficient and has diminished the value of the  
2 RAVA Car Seats.

3 **B. Plaintiff Fabiola Chapman**

4 107. In approximately February 2024, Plaintiff Chapman purchased two Nuna Rava car  
5 seats, model number CS05103 and manufactured on November 9, 2023 and October 10, 2023,  
6 online from Strolleria.com.

7 108. Plaintiff Chapman's RAVA Car Seats are part of the Recall.

8 109. She purchased the RAVA Car Seats for her 1-year old and 2-year old children to  
9 use.

10 110. Prior to her purchases, Plaintiff Chapman read and relied on Defendant's advertising  
11 and marketing materials, including viewing representations that the RAVA Car Seat was known  
12 for its security and safety.

13 111. Plaintiff Chapman was not aware of the Defect in the RAVA Car Seat, or the truth  
14 (or lack thereof) of Nuna's representations regarding the RAVA Car Seat and its safety, until Nuna  
15 published the Recall Notice, nearly one year after Plaintiff Chapman initially purchased the RAVA  
16 Car Seats.

17 112. Notably, Plaintiff Chapman only happened to learn of the Recall. She never received  
18 formal notice from Nuna of the Recall. Thus, had she not been fortunate enough to happen to hear  
19 of this Recall, she likely would never have learned of the Defect and inherent dangers of the RAVA  
20 Car Seat and would likely still be using the RAVA Car Seat—and putting her children at serious  
21 risk.

22 113. Following her discovery of the Recall, Plaintiff Chapman contacted Nuna directly  
23 via phone and email. Nuna directed Plaintiff Chapman to the online form for the Recall and  
24 informed her that the offered remedy was a new seat pad, cleaning kit, and care instructions.

25 114. Fearing for her children's safety, Plaintiff Chapman stopped using the RAVA Car  
26 Seats and began using her backup car seats.

27 115. Had Plaintiff Chapman understood the true nature of the RAVA Car Seat at the time  
28 of purchase, or had Plaintiff Chapman known the truth underneath Nuna's misleading

1 representations and omissions, she would not have purchased the RAVA Car Seats, or else would  
2 have paid substantially less for them.

3 116. The remedy Nuna has offered to Plaintiff Chapman through the Recall—that is,  
4 providing a new seat pad, cleaning kit, and care instructions—is illusory, and, in any event, entirely  
5 insufficient. The purported remedy, even if actually provided, does not actually address the Defect  
6 or make the RAVA Car Seat safe, and it certainly does not remedy the false representations and  
7 omissions Nuna has made regarding the RAVA, which enticed Plaintiff Chapman to overpay in the  
8 first place. It does not make Plaintiff Chapman whole. The only remedy appropriate for Plaintiff  
9 Chapman and for Class Members is a refund of the RAVA Car Seat.

10 117. Moreover, to date, Plaintiff Chapman has not received the new seat pad, cleaning  
11 kit, or care instructions.

12 118. As it stands, the purported solution to the defective RAVA Car Seats offered by  
13 Nuna to Plaintiff Chapman and the Class and Subclass is insufficient and has diminished the value  
14 of the RAVA Car Seats.

15 **C. Plaintiff Tina Marie Barrales**

16 119. In approximately August 2022, Plaintiff Barrales purchased a Nuna Rava car seat,  
17 model number CS05105BAC and manufactured on November 25, 2021, from Nordstrom, an  
18 authorized retailer, in Huntington Park, California.

19 120. Plaintiff Barrales' RAVA Car Seat is part of the Recall.

20 121. She purchased the RAVA Car Seat for her 1-year old child to use.

21 122. Prior to her purchase, Plaintiff Barrales read and relied on Defendant's advertising  
22 and marketing materials, including viewing representations that the RAVA Car Seat was known  
23 for its security and safety.

24 123. For two weeks, Plaintiff Barrales attempted to use the RAVA Car Seat with her  
25 younger child. However, she found the lower buckle to be very difficult to latch and unlatch; in  
26 order to properly secure her infant in the seat, she needed to keep the chest and lower buckle  
27 extremely tight, causing her baby to suffocate and cough in the seat.

28 124. When the straps were not so tight as to injure her child, Plaintiff Barrales observed

1 that the lower buckle and chest straps seemed to come dislodged on their own.

2 125. After about two weeks, Plaintiff Barrales stopped using the RAVA Car Seat and  
3 purchased a different car seat from a different car seat manufacturer.

4 126. Plaintiff Barrales was concerned that, if she returned the defective RAVA Car Seat,  
5 another unsuspecting consumer may purchase it and put their child at risk. Thus, she instead chose  
6 not to return the RAVA Car Seat and still has it in her possession, although she refuses to use it.

7 127. Plaintiff Barrales was not aware of the Defect in the RAVA Car Seat, or the truth  
8 (or lack thereof) of Nuna's representations regarding the RAVA Car Seat and its safety, until Nuna  
9 published the Recall Notice, over two years after Plaintiff Barrales initially purchased the RAVA  
10 Car Seat.

11 128. Notably, Plaintiff Barrales only happened to learn of the Recall. She never received  
12 formal notice from Nuna of the Recall. Thus, had she not been fortunate enough to happen to hear  
13 of this Recall, she likely would never have learned of the Defect and inherent dangers of the RAVA  
14 Car Seat and would likely still be using the RAVA Car Seat—and putting her children at serious  
15 risk.

16 129. To date, Plaintiff Barrales has *still* not received notice from Nuna of the Recall, and  
17 she has not received a repair or cleaning kit as part of the Recall.

18 130. Had Plaintiff Barrales understood the true nature of the RAVA Car Seat at the time  
19 of purchase, or had Plaintiff Barrales known the truth underneath Nuna's misleading  
20 representations and omissions, she would not have purchased the RAVA Car Seat, or else would  
21 have paid substantially less for it.

22 131. The remedy Nuna has offered to Plaintiff Barrales through the Recall—that is,  
23 providing a new seat pad, cleaning kit, and care instructions—is illusory, and, in any event, entirely  
24 insufficient. The purported remedy, even if actually provided, does not actually address the Defect  
25 or make the RAVA Car Seat safe, and it certainly does not remedy the false representations and  
26 omissions Nuna has made regarding the RAVA, which enticed Plaintiff Barrales to overpay in the  
27 first place. It does not make Plaintiff Barrales whole. The only remedy appropriate for Plaintiff  
28 Barrales and for Class Members is a refund of the RAVA Car Seat.

1           132. As it stands, the purported solution to the defective RAVA Car Seats offered by  
2 Nuna to Plaintiff Barrales and the Class is insufficient and has diminished the value of the RAVA  
3 Car Seats.

4           **D. Plaintiff Tiffany Larry**

5           133. In approximately March 2022, Plaintiff Larry purchased a Nuna Rava car seat,  
6 model number CS05103, manufactured on December 31, 2022, online from potterybarnkids.com,  
7 an authorized retailer.

8           134. Plaintiff Larry's RAVA Car Seat is part of the Recall.

9           135. She purchased the RAVA Car Seat for her 5-month old child.

10          136. Prior to her purchase, Plaintiff Larry read and relied on Defendant's advertising and  
11 marketing materials, including viewing representations that the RAVA Car Seat was known for its  
12 security and safety.

13          137. In 2024, prior to the Recall, Plaintiff Larry noticed that the RAVA Car Seat's  
14 harness straps were not functioning properly. Plaintiff Larry called and informed Nuna of the  
15 harness straps. Nuna did not offer a remedy at this time, and instead requested Plaintiff Larry send  
16 in a video of the harness straps.

17          138. Plaintiff Larry was not aware of the Defect in the RAVA Car Seat, or the truth (or  
18 lack thereof) of Nuna's representations regarding the RAVA Car Seat and its safety, until Nuna  
19 published the Recall Notice, over two years after Plaintiff Larry initially purchased the RAVA Car  
20 Seat.

21          139. Notably, Plaintiff Larry only happened to learn of the Recall through social media  
22 and, eventually, through notice by a third-party, Pottery Barn Kids. She never received formal  
23 notice from Nuna of the Recall. Thus, had she not been fortunate enough to happen to hear of this  
24 Recall, she likely would never have learned of the Defect and inherent dangers of the RAVA Car  
25 Seat and would likely still be using the RAVA Car Seat without performing the new recommended  
26 Harness Function Test—and putting her child at serious risk.

27          140. Following discovery of the Recall, Plaintiff Larry contacted Nuna via phone. Nuna  
28 informed her that the offered remedy was a new seat pad, cleaning kit, and care instructions, but

1 the cleaning kits were not currently available.

2 141. Had Plaintiff Larry understood the true nature of the RAVA Car Seat at the time of  
3 purchase, or had Plaintiff Larry known the truth underneath Nuna's misleading representations and  
4 omissions, she would not have purchased the RAVA Car Seat, or else would have paid substantially  
5 less for it.

6 142. The remedy Nuna has offered to Plaintiff Larry through the Recall—that is,  
7 providing a new seat pad, cleaning kit, and care instructions—is entirely inadequate. The purported  
8 remedy, even if actually provided, does not actually address the Defect or make the RAVA Car  
9 Seat safe, and it certainly does not remedy the false representations and omissions Nuna has made  
10 regarding the RAVA, which enticed Plaintiff Larry to overpay in the first place. It does not make  
11 Plaintiff Larry whole. The only remedy appropriate for Plaintiff Larry and for Class Members is a  
12 refund of the RAVA Car Seat.

13 143. As it stands, the purported solution to the defective RAVA Car Seats offered by  
14 Nuna to Plaintiff Larry and the Class is insufficient and has diminished the value of the RAVA Car  
15 Seats.

16 **E. Plaintiff Alyna Smith**

17 144. In approximately August 2023, Plaintiff Smith purchased a Nuna Rava car seat,  
18 model number CS05103 and manufactured on December 10, 2022, online from bambibaby.com.

19 145. Plaintiff Smith's RAVA Car Seat is part of the Recall.

20 146. She purchased the RAVA Car Seat for her child to use.

21 147. At the time of purchase, Plaintiff Smith registered the RAVA Car Seat with Nuna.

22 148. Prior to her purchase, Plaintiff Smith read and relied on Defendant's advertising and  
23 marketing materials, including viewing representations that the RAVA Car Seat was known for its  
24 security and safety.

25 149. Plaintiff Smith was not aware of the Defect in the RAVA Car Seat, or the truth (or  
26 lack thereof) of Nuna's representations regarding the RAVA Car Seat and its safety, until Nuna  
27 published the Recall Notice, over one year after Plaintiff Smith initially purchased the RAVA Car  
28 Seat.

1           150. Notably, Plaintiff Smith only happened to learn of the Recall. She never received  
2 formal notice from Nuna of the Recall. Thus, had she not been fortunate enough to happen to hear  
3 of this Recall, she likely would never have learned of the Defect and inherent dangers of the RAVA  
4 Car Seat and would likely still be using the RAVA Car Seat—and putting her child at serious risk.

5           151. Following her discovery of the Recall, Plaintiff Smith contacted Nuna directly via  
6 email. Nuna directed Plaintiff Smith to the online form for the Recall and informed her that the  
7 offered remedy was a new seat pad, cleaning kit, and care instructions. Nuna informed her that if  
8 her RAVA Car Seat was not working correctly, she must provide video evidence of that fact, but  
9 notably Nuna left open the possibility that it could still deny further meaningful repair of the Defect  
10 or replacement of her RAVA Car Seat following review of whatever further information Plaintiff  
11 Smith provided.

12           152. Plaintiff Smith received a remedy kit from Nuna and followed the provided  
13 instructions to replace the seat pad. However, the new seat pad does not fit properly or “snug” on  
14 the RAVA Car Seat, thus it is able to shift and move and is still not safe.

15           153. Plaintiff Smith contacted Nuna via email informing them that the seat pad did not  
16 fit properly. She received a phone call back from a Nuna representative who only told her that the  
17 seat was safe to use. She had a second phone call with Nuna, but no solution was offered.

18           154. To date, despite Plaintiff Smith’s best efforts, she feels that the Recall did not  
19 remediate the Defect and that her RAVA Car Seat is not safe.

20           155. Had Plaintiff Smith understood the true nature of the RAVA Car Seat at the time of  
21 purchase, or had Plaintiff Smith known the truth underneath Nuna’s misleading representations and  
22 omissions, she would not have purchased the RAVA Car Seat, or else would have paid substantially  
23 less for it.

24           156. The remedy Nuna has offered to Plaintiff Smith through the Recall—that is,  
25 providing a new seat pad, cleaning kit, and care instructions—is illusory, and, in any event, entirely  
26 insufficient, particularly in light of the fact that the provided seat pad does not even fit properly  
27 within Plaintiff Smith’s RAVA Car Seat. The purported remedy, even if actually provided, does  
28 not actually address the Defect or make the RAVA Car Seat safe, and it certainly does not remedy



1 the false representations and omissions Nuna has made regarding the RAVA, which enticed  
2 Plaintiff Smith to overpay in the first place. It does not make Plaintiff Smith whole. The only  
3 remedy appropriate for Plaintiff Smith and for Class Members is a refund of the RAVA Car Seat.

4 157. As it stands, the purported solution to the defective RAVA Car Seats offered by  
5 Nuna to Plaintiff Smith and the Class is insufficient and has diminished the value of the RAVA Car  
6 Seat.

7 **F. Plaintiff Mariana Bernasconi Pelufo**

8 158. Plaintiff Mariana Bernasconi Pelufo resides in the State of California in San  
9 Francisco County.

10 159. Plaintiff Bernasconi Pelufo purchased her first RAVA Car Seat from a brick-and-  
11 mortar store in Alameda, California called Tot Tank for \$444.44 in September of 2019. She was  
12 willing to pay this high price only because of the safety representations made by Defendant.

13 160. After her first RAVA Car Seat was involved in a car break-in mere months after she  
14 purchased it, Plaintiff Bernasconi Pelufo purchased a second RAVA Car Seat from Nordstrom for  
15 \$399.99 in November 2019. Yet again, she was willing to pay this high price only because of the  
16 safety representations made by Defendant.

17 161. Indeed, Plaintiff Bernasconi Pelufo conducted extensive research into which car seat  
18 to purchase for her child, including looking at labels, packaging, advertisements, and online  
19 reviews. Based on Nuna's misleading statements, she believed that the RAVA was the safest car  
20 seat on the market. Moreover, the high price of the RAVA caused Plaintiff Bernasconi Pelufo to  
21 believe the RAVA would be safe.

22 162. Plaintiff Bernasconi Pelufo was not aware of the Defect in the RAVA Car Seat, or  
23 the truth (or lack thereof) of Nuna's representations regarding the RAVA and its safety, until Nuna  
24 published the Recall Notice, over five years after Plaintiff Bernasconi Pelufo initially purchased  
25 the RAVA.

26 163. Notably, Plaintiff Bernasconi Pelufo only happened to learn of the Recall. She never  
27 received formal notice from Nuna of the Recall. Thus, had she not been fortunate enough to happen  
28

1 to hear of this Recall, she likely would never have learned of the Defect and inherent dangers of  
2 the RAVA Car Seat.

3 164. Had Plaintiff Bernasconi Pelufo understood the true nature of the RAVA Car Seat  
4 at the time of purchase, or had Plaintiff Bernasconi Pelufo known the truth underneath Nuna's  
5 misleading representations and omissions, she would not have purchased the RAVA Car Seat, or  
6 else would have paid substantially less for it.

7 165. The remedy Nuna has offered to Plaintiff Bernasconi Pelufo through the Recall—  
8 that is, providing a new seat pad, cleaning kit, and care instructions— is illusory, and, in any event,  
9 entirely insufficient. The purported remedy, even if actually provided, does not actually address the  
10 Defect or make the RAVA Car Seat safe, and it certainly does not remedy the false representations  
11 and omissions Nuna has made regarding the RAVA, which enticed Plaintiff Bernasconi Pelufo to  
12 overpay in the first place. It does not make Plaintiff Bernasconi Pelufo whole. The only remedy  
13 appropriate for Plaintiff Bernasconi Pelufo and for Class Members is a refund of the RAVA Car  
14 Seat.

15 166. As it stands, the purported solution to the defective Car Seats offered by Nuna to  
16 Plaintiff Bernasconi Pelufo and the Class is insufficient and has diminished the value of the RAVA  
17 Car Seat.

18 **G. Plaintiff Eleisha Sadasey**

19 167. Plaintiff Eleisha Sadasey resides in the State of California in Orange County.

20 168. Plaintiff Sadasey purchased her RAVA Car Seat from a brick-and-mortar store in  
21 California, likely a Nordstrom, for approximately six hundred dollars (\$600.00) in 2021. She was  
22 willing to pay this high price only because of the safety representations made by Defendant.

23 169. Indeed, Plaintiff Sadasey conducted extensive research into which car seat to  
24 purchase for her child, including looking at labels, packaging, advertisements, and online reviews.  
25 Based on Nuna's misleading statements, she believed that the RAVA was the safest car seat on the  
26 market. Moreover, the high price of the RAVA caused Plaintiff Sadasey to believe the RAVA  
27 would be safe.  
28

170. Plaintiff Sadasey was not aware of the Defect in the RAVA Car Seat, or the truth (or lack thereof) of Nuna's representations regarding the RAVA and its safety, until Nuna published the Recall Notice, over two years after Plaintiff Sadasey initially purchased the RAVA.

171. However, Plaintiff Sadasey was made aware of how misleading Defendant's promises were shortly after purchasing her RAVA Car Seat. Sometime in 2023, Plaintiff Sadasey was driving alone with her then-two-year-old son, when she realized, to her horror, that her son was out of his car seat and crawling around in the well of the backseat. She quickly pulled over and got him fastened back into his car seat.

172. After that incident, Plaintiff Sadasey was concerned about ensuring her son was buckled in securely, thinking it may have been her error that endangered him. That was not the case. Just a day later, Plaintiff Sadasey was again driving alone with her son, and again realized that he had gotten out of his car seat and into the well of the backseat.

173. Notably, Plaintiff Sadasey only happened to learn of the Recall. She never received formal notice from Nuna of the Recall. Thus, had she not been fortunate enough to happen to hear of this Recall, she likely would never have learned of the Defect and inherent dangers of the RAVA Car Seat.

174. Following her discovery of the Recall, Plaintiff Sadasey completed the online form for the Recall and learned that the offered remedy was a new seat pad, cleaning kit, and care instructions.

175. Since receiving notice of the Recall, Plaintiff Sadasey has put two and two together: her expensive RAVA Car Seat suffers from an extremely dangerous defect.

176. Due to the high price of the RAVA Car Seat, Plaintiff Sadasey spent months afraid that her child would be harmed in an accident, as she was unable to afford to replace the expensive RAVA.

177. Had Plaintiff Sadasey understood the true nature of the RAVA Car Seat at the time of purchase, or had Plaintiff Sadasey known the truth underneath Nuna's misleading representations and omissions, she would not have purchased the RAVA Car Seat, or else would have paid substantially less for it.

1           178. The remedy Nuna has offered through the Recall—that is, providing a new seat pad,  
2 cleaning kit, and care instructions—is illusory, and, in any event, entirely insufficient. The  
3 purported remedy, even if actually provided, does not actually address the Defect or make the  
4 RAVA Car Seat safe, and it certainly does not remedy the false representations and omissions Nuna  
5 has made regarding the RAVA, which enticed Plaintiff Sadasey to overpay in the first place. It does  
6 not make Plaintiff Sadasey whole. The only remedy appropriate for Plaintiff Sadasey and for Class  
7 Members is a refund of the RAVA Car Seat.

8           179. As it stands, the purported solution to the defective Car Seats offered by Nuna to  
9 Plaintiff Sadasey and the Class is insufficient and has diminished the value of the RAVA Car Seats.

10           **H. Plaintiff Behnaz Faridian Kade**

11           180. Plaintiff Behnaz Faridian Kade resides in the State of California in Los Angeles  
12 County.

13           181. In approximately 2021, Plaintiff Faridian Kade purchased both a Nuna RAVA Car  
14 Seat from Pottery Barn in California for approximately \$550.00 and a different Nuna car seat: the  
15 PIPA. However, her child soon outgrew the PIPA car seat and Plaintiff Faridian Kade decided to  
16 replace it with an additional Nuna RAVA Car Seat from Bloomingdales for \$547.45 in August  
17 of 2022.

18           182. Plaintiff Faridian Kade was not aware of the Defect in the RAVA Car Seat, or the  
19 truth (or lack thereof) of Nuna’s representations regarding the RAVA and its safety, until Nuna  
20 published the Recall Notice, over three years after Plaintiff Faridian Kade initially purchased the  
21 RAVA.

22           183. Like her fellow Plaintiffs, Plaintiff Faridian Kade did extensive research into which  
23 car seat to purchase for her child, including looking at labels, packaging, advertisements, and online  
24 reviews before choosing the RAVA Car Seat. Plaintiff Faridian Kade chose the RAVA in part  
25 because she believed, based on Nuna’s misleading statements, that the RAVA was the safest car  
26 seat on the market. Moreover, the high price of the RAVA caused Plaintiff Faridian Kade to believe  
27 the RAVA would be safe

28           184. Plaintiff Faridian Kade soon realized that the RAVA Car Seat was not, in fact, safe.

1 Almost immediately after purchasing her RAVA Car Seat, Plaintiff Faridian Kade began to notice  
2 the straps were coming loose. Using a handheld vacuum she purchased specifically for this purpose,  
3 Plaintiff Faridian Kade would vacuum out the coverless front harness adjuster button and re-tighten  
4 the straps until they held—a time-consuming and stressful endeavor that left her concerned about  
5 the safety of her child.

6 185. Notably, Plaintiff Faridian Kade only happened to learn of the Recall. She never  
7 received formal notice from Nuna of the Recall. Thus, had she not been fortunate enough to happen  
8 to hear of this Recall, she likely would never have learned of the Defect and inherent dangers of  
9 the RAVA Car Seat.

10 186. Following her discovery of the Recall, Plaintiff Faridian Kade completed the online  
11 form for the Recall and learned that the offered remedy was a new seat pad, cleaning kit, and care  
12 instructions.

13 187. Since receiving notice of the Recall, Plaintiff Faridian Kade has put two and two  
14 together: her expensive RAVA Car Seat suffers from an extremely dangerous defect.

15 188. Plaintiff Faridian Kade, fearing for the safety of her child, replaced her RAVA Car  
16 Seats at a cost of approximately \$120 to her. The replacement car seats lacked the advertised safety  
17 and cleanliness features that drew Plaintiff Faridian Kade to the RAVA—features for which she  
18 paid a price premium of over five hundred dollars (\$500.00) per RAVA Car Seat.

19 189. When Plaintiff Faridian Kade purchased the replacement car seats, she chose a  
20 budget option because she assumed that Nuna would promptly provide her with a Cleaning Kit,  
21 enabling her to safely use her RAVA Car Seats once again.

22 190. However, Nuna did not provide a Cleaning Kit to Plaintiff Faridian Kade for over  
23 two months, and then finally provided her with a single Cleaning Kit, rather than the two she  
24 required. Plaintiff Faridian Kade was forced to wait even longer for the second Cleaning Kit, and  
25 when it arrived it did not match the purposefully-selected color of her remaining RAVA Car Seat.

26 191. In fact, on or about February 7, 2025, a Nuna employee informed Plaintiff Faridian  
27 Kade over the phone that Nuna had not mailed out a single Cleaning Kit to any purchaser of a  
28 RAVA Car Seat as of that date.

1           192. In other words, two months after Nuna announced the Recall of the RAVA Car Seat,  
2 Nuna has not provided consumers any remedy at all for the dangerous—potentially fatal—Defect,  
3 leaving parents with a \$550.00 car seat they could not safely use.

4           193. Had Plaintiff Faridian Kade understood the true nature of the RAVA Car Seat at the  
5 time of purchase, or had Plaintiff Faridian Kade known the truth underneath Nuna’s misleading  
6 representations and omissions, she would not have purchased the RAVA Car Seat, or else would  
7 have paid substantially less for it.

8           194. The remedy Nuna has offered through the Recall—that is, providing a new seat pad,  
9 cleaning kit, and care instructions—is illusory, and, in any event, entirely insufficient. The  
10 purported remedy, even if actually provided, does not actually address the Defect or make the  
11 RAVA Car Seat safe, and it certainly does not remedy the false representations and omissions Nuna  
12 has made regarding the RAVA, which enticed Plaintiff Faridian Kade to overpay in the first place.  
13 It does not make Plaintiff Kade whole. The only remedy appropriate for Plaintiff Faridian Kade  
14 and for Class Members is a refund of the RAVA Car Seat.

15           195. As it stands, the purported solution to the defective Car Seats offered by Nuna to  
16 Plaintiff Faridian Kade and the Class is insufficient and has diminished the value of the RAVA Car  
17 Seats.

18           **I. Continuing Act Tolling**

19           196. Nuna continued to market and sell the dangerously defective RAVA Car Seat long  
20 after consumers began complaining that it was unsafe. Despite evidence to the contrary, Nuna  
21 continuously represented that the RAVA is safe and suitable for securing children and infants while  
22 driving.

23           197. By continuously repeating false representations and failing to disclose that the  
24 RAVA contains a uniform and dangerous Defect, Nuna engaged in a continuing wrong sufficient  
25 to render inapplicable any statute of limitations that Nuna might seek to apply.

26           198. Specifically, as the creator, designer, and manufacturer of the RAVA, Nuna has had  
27 actual knowledge likely since at least 2016, and certainly since at least 2021 when consumers began  
28

1 complaining of the Defect online and directly to Nuna, that the RAVA is defectively designed and  
2 exposes infants and children to risk of injury and even death.

3 199. Moreover, Nuna began manufacturing a redesigned version of the RAVA Car Seat  
4 on October 25, 2023—one that included a cloth cover over the front harness adjuster button—  
5 which Nuna presumably began designing months if not years before it began manufacturing it. This  
6 further reveals Nuna’s ongoing knowledge of the Defect, and ongoing failure to disclose the Defect  
7 to the public.

8 200. Nonetheless, Nuna issued the Recall only in December of 2024—*four years* after  
9 Nuna first became aware of the Defect via customer complaints, and fourteen months after it began  
10 manufacturing the re-designed, (presumably) Defect-free RAVA.

11 201. Thus, at all relevant times, Nuna indisputably possessed continuous knowledge of  
12 the material dangers posed by the RAVA, and yet Nuna knowingly continued to allow the sale of  
13 the RAVA. Plaintiffs’ and Class Members’ claims are not time-barred.

14 202. Moreover, even after the Recall was initiated, there is no evidence that Nuna’s  
15 Recall Notice has reached all owners of the RAVA Car Seats.

16 203. Plaintiffs and Class Members could not have reasonably discovered and could not  
17 have known of these facts, which Nuna publicly disclosed for the first time mere months ago.  
18 Indeed, until it issued the Recall, Nuna knowingly failed to disclose material information regarding  
19 the existence of the Defect in all RAVAs manufactured before October 25, 2023. Accordingly, no  
20 potentially relevant statute of limitations should apply.

21 **J. Fraudulent Concealment Tolling**

22 204. Any applicable statutes of limitations have been tolled or have not run for the  
23 additional reason that Nuna knowingly, actively, and fraudulently concealed the facts as alleged  
24 herein. Nuna had actual and constructive knowledge of the potentially fatal Defect in the RAVA  
25 Car Seat for, *at minimum*, fourteen months before announcing the Recall.

26 205. Plaintiffs and Class Members have been kept in ignorance of information essential  
27 to the pursuit of their claims, and the safety of their children, without any fault or lack of diligence  
28 on their part. Nuna’s concealment of the Defect in the RAVA before, during, and after the purchases



1 of Plaintiffs' RAVA Car Seats prevented them from being on notice of any facts or information  
2 that would have required them to inquire whether Nuna fulfilled its duties under the law and, if not,  
3 whether Plaintiffs and Class Members had legal recourse.

4 206. At all times prior to, during, and since the purchase of Plaintiffs' and Class  
5 Members' RAVA Car Seats, Nuna has been in a superior position of knowledge about the Defect  
6 and under a continuing duty to disclose the true facts regarding the safety Defect in the RAVA.  
7 Plaintiffs and Class Members justifiably relied on Nuna to disclose the true nature of the Products  
8 they purchased and/or owned because that inherent Defect was not discoverable by Plaintiffs and  
9 the other Class Members through reasonable efforts. Because of Nuna's willful concealment of  
10 material information concerning the RAVA over a period of years, Nuna is estopped from relying  
11 on any statute of limitations defense against the claims of Plaintiffs and Class Members.

12 **K. Discovery Rule Tolling**

13 207. Plaintiffs and Class Members could not have discovered through the exercise of  
14 reasonable diligence that their RAVA Car Seats were defective within the time period of any  
15 applicable statutes of limitation because, as described herein, only Nuna had that information and  
16 was, at all relevant times, in a superior position of knowledge about the Defect, and Nuna was  
17 concealing that information from the public.

18 208. Indeed, Plaintiffs first became aware of the RAVA's dangerous Defect and  
19 associated safety risks when they learned of the Defect's existence through Nuna's Recall (for  
20 which many Class Members have still yet to formal notice).

21 209. Plaintiffs and other Class Members could not have reasonably discovered, and could  
22 not have known of facts that would have caused a reasonable person to suspect, that Nuna was  
23 designing, manufacturing, and marketing the RAVA Car Seat despite being aware it contained a  
24 dangerous Defect.

25 210. As such, no potentially relevant statute of limitations should be applied.

26 **L. Estoppel**

27 211. Nuna was under a continuous duty to disclose to Plaintiffs and other Class Members  
28 the fact they knew about the dangerously defective nature of the RAVA Car Seats.

212. Nuna knowingly, affirmatively, and actively concealed the true nature, quality, and character of the RAVA Car Seats from Plaintiffs and Class Members.

213. Thus, Nuna is estopped from relying on any statute of limitations defense against the claims of Plaintiffs and Class Members.

## VII. CLASS ACTION ALLEGATIONS

214. Pursuant to Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), Plaintiffs bring this action on behalf of themselves and others similarly situated.

215. Plaintiffs seek to represent a Nationwide class, defined as:

All persons in the United States who purchased (not for resale) a RAVA Car Seat (the “Class”).

216. Additionally, or in the alternative, Plaintiffs also seek to represent a Subclass defined as:

All persons in California who purchased (not for resale) a RAVA Car Seat (the “California Subclass”).

217. Plaintiffs reserve the right to amend the Class definitions as necessary, including but not limited to include additional products made by Nuna with the same Defect and/or other products made by Nuna with the common Defect but bearing different brand names.

218. **Numerosity**: At this time, Plaintiffs do not know the exact number of members of the Class or California Subclass; however, given the nature of the claims and the number of retail stores in the United States selling the RAVA Car Seats, Plaintiffs believe that members of the Class and Subclass are so numerous that joinder of all members is impracticable.

219. **Commonality and Predominance**: There is a well-defined community of interest in the questions of law and fact involved in this case. Questions of law and fact common to the members of the Class and Subclass that predominate over questions that may affect individual Class Members include, but are not necessarily limited to:

- Whether Defendant’s conduct was unfair, deceptive, and/or misleading under applicable law;
- Whether Defendant has been unjustly enriched as a result of the unlawful,

1 fraudulent, and unfair conduct alleged in this First Amended Complaint such that it  
2 would be inequitable for Defendant to retain the benefits conferred upon Defendant  
3 by Plaintiffs and the Class and Subclass;

- 4 • Whether Defendant breached its express and/or implied warranties to Plaintiffs and  
5 the Class and Subclass;
- 6 • Whether Plaintiffs and the Class and Subclass have sustained damages with respect  
7 to the claims asserted, and if so, the proper measure of their damages;
- 8 • Whether Defendant made negligent representations with regards to the RAVA Car  
9 Seats; and
- 10 • Whether Defendant has violated the state consumer protection laws alleged in this  
11 complaint.

12 220. **Typicality**: Plaintiffs' claims are typical of those of the Class and Subclass because  
13 Plaintiffs, like all members of the Class and Subclass, purchased and used, in a typical consumer  
14 setting, Nuna's RAVA Car Seat and Plaintiffs sustained damages from Nuna's wrongful conduct.

15 221. **Adequacy**: Plaintiffs will fairly and adequately protect the interests of the Class and  
16 Subclass and have retained counsel that is experienced in litigating complex consumer protection  
17 class actions. Plaintiffs have no interests which conflict with those of the Class or the Subclass.

18 222. **Superiority**: A class action is superior to other available methods for the fair and  
19 efficient adjudication of this controversy.

20 223. The prerequisites to maintaining a class action for equitable relief are met as  
21 Defendant has acted or refused to act on grounds generally applicable to the Class and Subclass,  
22 thereby making appropriate equitable relief with respect to the Class and Subclass as a whole.

23 224. The prosecution of separate actions by members of the Class and Subclass would  
24 create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for  
25 Defendant. For example, one court might enjoin Defendant from performing the challenged acts,  
26 whereas another might not. Additionally, individual actions could be dispositive of the interests of  
27 the Class and Subclass even where certain Class Members are not parties to such actions.  
28

**VIII. CLAIMS FOR RELIEF**

**COUNT ONE**

**Breach of the Implied Warranties  
(On behalf of Plaintiffs and the California Subclass)**

225. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this complaint as though fully set forth herein.

226. Plaintiffs bring this claim on behalf of themselves and the California Subclass.

227. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller, impliedly warranted that the RAVA Car Seats are merchantable as a convertible car seat for infants and children and are fit for the ordinary purpose for which they were sold.

228. Defendant breached the warranties implied in the contract for the sale of the RAVA Car Seat because it could not “pass without objection in the trade under the contract description,” the goods were not “of fair average quality within the description,” the goods were not “adequately contained, packaged, and labeled as the agreement may require,” and the goods did not “conform to the promise or affirmations of fact made on the container or label.” *See* U.C.C. § 2-314(2) (listing requirements for merchantability). As a result, Plaintiffs and Class Members did not receive the goods as impliedly warranted by Defendant to be merchantable.

229. Plaintiffs and Class Members purchased the RAVA Car Seats relying on Defendant’s skill and judgment in properly packaging and labeling the RAVA Car Seats.

230. The RAVA Car Seats were not altered by Plaintiffs or Class Members.

231. The RAVA Car Seats were defective when they left the exclusive control of Defendant.

232. Defendant knew that the RAVA Car Seats would be purchased and used without additional testing by Plaintiffs and Class Members.

233. The RAVA Car Seats were defectively designed and unfit for their intended purpose and Plaintiffs and Class Members did not receive the goods as warranted.

234. Any attempt by Defendant to disclaim or limit its implied warranties is unconscionable and unenforceable under the circumstances here. Defendant knew or should have known that the RAVA Car Seats did not and would not have the represented capabilities; Defendant

1 had unequal bargaining power and misrepresented the reliability, quality, performance, and  
 2 qualities of the RAVA Car Seats; and any limited remedies unreasonably favor Defendant and fail  
 3 Plaintiffs' and Class Members' reasonable expectations concerning product performance.

4 235. As a direct and proximate cause of Defendant's breach of the implied warranty,  
 5 Plaintiffs and Class Members have been injured and harmed because they would not have  
 6 purchased the RAVA Car Seats if they knew the truth about the RAVAs, and because the car seats  
 7 they received were worth substantially less than the RAVA Car Seats they were promised and  
 8 expected.

9 236. On behalf of themselves and other members of the Subclass, Plaintiffs seek  
 10 damages, in addition to costs, interest and fees, including attorneys' fees, as allowed by law.

11 **COUNT TWO**  
 12 **Breach of Express Warranty**  
 13 **(On behalf of Plaintiffs and the California Subclass)**

14 237. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this  
 15 complaint as though fully set forth herein.

16 238. Plaintiffs bring this claim on behalf of themselves and the California Subclass.

17 239. Defendant was at all relevant times a merchant involved in the manufacturing,  
 18 distributing, warranting, and/or selling of the RAVA Car Seat.

19 240. Plaintiff and the Class formed contracts with Defendant at the time they purchased  
 20 their RAVA Car Seats. The terms of that contract include that the Nuna would repair or replace a  
 21 product that shows a "defect in materials or workmanship."<sup>69</sup> This warranty became part of the  
 22 basis of the bargain, and is part of a standardized contract between Plaintiff and the members of the  
 23 Class, on the one hand, and Defendant, on the other.

24 241. Defendant breached the terms of these contracts, including the express warranties,  
 25 by failing to provide a RAVA Car Seat that provided the benefits advertised by Defendant—  
 26 namely, a car seat that is safe for transporting infants and toddlers.

27 242. Any attempt by Defendant to disclaim or limit its express warranties is  
 28 unconscionable and unenforceable under the circumstances here. Defendant knew or should have

<sup>69</sup> <https://nunababy.com/en/warranty>, last accessed June 25, 2025.

known that the RAVA Car Seats did not and would not have the represented capabilities; Defendant had unequal bargaining power and misrepresented the reliability, quality, performance, and qualities of the RAVA Car Seats; and any limited remedies unreasonably favor Defendant and fail Plaintiff's reasonable expectations concerning product performance.

243. Any purported warranty limitations excluding or limiting (a) labor and costs of labor and (b) incidental and consequential damages, are also procedurally and substantively unconscionable and thus fail under UCC § 2-302 and relevant state law.

244. Plaintiff and the Class members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Nuna's conduct described herein. Plaintiff and the Class members were not required to notify Nuna of the breach because it would have been futile.

245. As a direct and proximate cause of Defendant's breach of the express warranty, Plaintiff and Class Members have been injured and harmed because they would not have purchased the RAVA Car Seats if they knew the truth about the RAVAs and that the RAVAs they received were worth substantially less than the RAVA Car Seats they were promised and expected.

246. On behalf of themselves and other members of the class, Plaintiff seeks damages.

### **COUNT THREE**

#### **Breach of the Magnuson-Moss Warranty Act 15 U.S.C. §§ 2301, *et seq.***

#### **(On behalf of Plaintiffs and the Nationwide Class and California Subclass)**

247. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this complaint as though fully set forth herein.

248. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class and the California Subclass.

249. Plaintiffs and the other class members are "consumers" within the meaning of the Magnuson-Moss Warranty Act ("MMWA"), 15 U.S.C. § 2301(3).

250. Defendant is a "supplier" and "warrantor" within the meaning of 15 U.S.C. § 2301(4)-(5).

251. The RAVA Car Seats are "consumer products" within the meaning of § 2301(1).

1           252. Defendant's express warranty is a "written warranty" within the meaning of §  
2 2301(6).

3           253. As detailed above, Defendant breached its warranty obligations by failing to provide  
4 a product that conformed to the promises and affirmations Defendant made about the RAVA Car  
5 Seats, by failing to truthfully advertise and warrant that the RAVA Car Seats were safe, free of  
6 defect, and fit for their intended purpose. The Defect in the RAVA Car Seats existed at the time the  
7 RAVA Car Seats left Defendant's control and Defendant failed to disclose the existence of the  
8 Defect either prior to, at the point of, or following sale of the RAVAs, including when customers  
9 contacted Defendant to inquire about the RAVA's failures. Defendant's conduct has rendered the  
10 warranties null and caused them to fail of their essential purpose.

11           254. Defendant's breach of warranty deprived Plaintiffs and Class Members of the  
12 benefit of their bargain.

13           255. The amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive  
14 of interest and costs) computed on the basis of all claims to be determined in this suit.

15           256. Further, pursuant to the provisions of 15 U.S.C. § 2310(e), Plaintiffs, on behalf of  
16 themselves and Class Members, sent notice to Defendant on January 29, 2025, to provide it with  
17 reasonable opportunity to correct its business practices and cure its breach of warranties under the  
18 MMWA.

19           257. In addition, resorting to any sort of informal dispute settlement procedure or  
20 affording Defendant another opportunity to cure its breach of warranty is unnecessary and futile.  
21 Any remedies available through any informal dispute settlement procedure would be inadequate  
22 under the circumstances, as Defendant has repeatedly misrepresented the true quality and nature of  
23 the RAVA Car Seat, and has indicated no desire to participate in such a process at this time. Any  
24 requirement under the MMWA or otherwise that Plaintiffs submit to any informal dispute  
25 settlement procedure or otherwise afford Defendant reasonable opportunity to cure its breaches of  
26 warranty is excused and/or has been satisfied.

27           258. As a direct and proximate result of Defendant's warranty breaches, Plaintiffs and  
28 Class Members sustained damages and other losses to be determined at trial. Defendant's conduct



1 damaged Plaintiffs and Class Members, who are entitled to recover damages, specific performance,  
2 costs, attorneys' fees, and other appropriate relief.

3 **COUNT FOUR**  
4 **Violation of the Song-Beverly Consumer Warranty Act,**  
5 **Cal. Civ. Code § 1790, *et seq.***  
6 **(On behalf of Plaintiffs and the California Subclass)**

7 259. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this  
8 complaint as though fully set forth herein

9 260. Plaintiffs bring this claim on behalf of themselves and the California Subclass.

10 261. Plaintiffs and Class Members are "buyers" as that term is defined in California Civil  
11 Code § 1791(b).

12 262. The Car Seats are "consumer goods" as that term is defined in California Civil Code  
13 § 1791(a).

14 263. At all relevant times, Defendant was the "manufacturer, distributor, warrantor  
15 and/or seller" of the RAVA Car Seats within the meaning of California Civil Code § 1791.

16 264. Defendant provided Plaintiffs and Class Members with implied warranties under  
17 California Civil Code § 1791.1, and with express warranties under California Civil Code § 1791.2.

18 265. Defendant violated the Song-Beverly Consumer Warranty Act by, among other  
19 things, violating the implied warranties of merchantability and fitness by knowingly selling  
20 defective RAVA Car Seats that are unsuitable for their expected use and were therefore not fit for  
21 the ordinary purpose for which the goods were intended to be sold.

22 266. Plaintiffs and Class Members have complied with all obligations under the warranty  
23 or otherwise have been excused from performance of said obligations as a result of Defendant's  
24 conduct described herein.

25 267. Plaintiffs, on behalf of themselves and Class Members, seek restitution and damages  
26 as a result of Defendant's unlawful conduct, as well as attorneys' fees and costs.

27 **COUNT FIVE**  
28 **Fraud**  
**(On behalf of Plaintiffs and the California Subclass)**

268. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this

1 complaint as though fully set forth herein.

2 269. Plaintiffs bring this claim on behalf of themselves and the California Subclass.

3 270. Defendant knew or should have known that the RAVA Car Seats contain the  
4 dangerous Defect rendering the RAVA Car Seat unsafe and unsuitable for children.

5 271. Defendant provided Plaintiffs and Class Members with false or misleading material  
6 information and failed to disclose material facts about the true nature of the RAVA Car Seat,  
7 including but not limited to the fact the RAVA Car Seat contains the dangerous Defect rendering  
8 the Product unsafe and unsuitable to serve its intended purpose as a child safety product, contrary  
9 to Defendant's misrepresentations.

10 272. Defendant promised consumers that the RAVA Car Seat was fit for its intended  
11 purpose and that it was free of defects and that it was safe and suitable for infants and children for  
12 restraint in a moving vehicle through its safety representations and omissions.

13 273. Defendant had exclusive knowledge of the RAVA Car Seat's Defect at the time of  
14 sale and at all other relevant times. Neither Plaintiffs nor Class Members, in the exercise of  
15 reasonable diligence, could have independently discovered the true nature of the RAVA Car Seat  
16 prior to purchase.

17 274. Defendant had the capacity to, and did, deceive Plaintiffs and Class Members into  
18 believing they were purchasing a car seat that was safe and suitable for children.

19 275. Defendant undertook active and ongoing steps to conceal the presence of the Defect  
20 in the RAVA Car Seat. Plaintiffs are not aware of anything in Defendant's advertising, publicity,  
21 or marketing materials that disclosed the truth about the RAVA Car Seat, despite Defendant's  
22 awareness of the Defect and the serious safety risks associated with the Defect.

23 276. The facts concealed and/or not disclosed by Defendant to Plaintiffs and Class  
24 Members are material facts in that a reasonable person would have considered fundamental in  
25 deciding whether to purchase the RAVA Car Seat, or else pay substantially less for the RAVA Car  
26 Seat.

27 277. Defendant intentionally concealed and/or failed to disclose material facts for the  
28 purpose of inducing Plaintiffs and Class Members to act purchase the RAVA Car Seat.

278. Plaintiffs and Class Members justifiably acted or relied upon the concealed and/or nondisclosed facts to their detriment, as evidenced by their purchases of the RAVA Car Seat.

279. The misrepresentations and omissions made by Defendant, upon which Plaintiffs and Class Members reasonably and justifiably relied, were intended to induce and actually induced Plaintiffs and Class Members to purchase the RAVA Car Seat.

280. Plaintiffs and Class Members suffered a loss of money in an amount to be proven at trial as a result of Defendant's fraudulent concealment and nondisclosure because they would not have purchased the RAVA Car Seat, or would not have purchased the RAVA Car Seat for the price they did, if the true facts concerning the RAVA Car Seat had been known.

281. Plaintiffs and Class Members are entitled to all relief the Court deems proper as a result of Defendant's actions described herein.

**COUNT SIX**  
**Negligent Misrepresentation**  
**(On behalf of Plaintiffs and the California Subclass)**

282. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this complaint as though fully set forth herein.

283. Plaintiffs bring this claim on behalf of themselves and the California Subclass.

284. As discussed above, Defendant represented that the RAVA Car Seats are safe for their principal use of safely transporting children. However, Defendant failed to disclose that the RAVA Car Seats are not safe and use of the RAVA Car Seats could cause severe injury or even death to an infant or child while using the RAVA.

285. At the time Defendant made these representations, Defendant knew or should have known that these representations were false or made them without knowledge of their truth or veracity.

286. At an absolute minimum, Defendant negligently misrepresented material facts about the safety of the RAVA Car Seats.

287. The negligent misrepresentations made by Defendant, upon which plaintiffs and the Class reasonably and justifiably relied, were intended to induce and actually induced Plaintiffs and the Class to purchase the RAVA Car Seats.

288. The negligent actions of Defendant caused damage to Plaintiffs and the Class, who are entitled to damages and other legal and equitable relief as a result.

**COUNT SEVEN**  
**Violations of the California Consumers Legal Remedies Act,**  
**Cal. Civ. Code §§1750, *et seq.***  
**(On behalf of Plaintiffs and the California Subclass)**

289. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this complaint as though fully set forth herein.

290. Plaintiffs bring this claim on behalf of themselves and the California Subclass.

291. Plaintiffs and the Class Members are “consumers” that purchased “goods” in the form of the RAVA Car Seat within the meaning of California Civil Code § 1761. The application of the California Consumer Legal Remedies Act (“CLRA”) to the putative Class in this action is appropriate because Defendant’s wrongful conduct alleged herein includes but is not limited to Defendant’s marketing and sale of defective, unsafe RAVA Car Seats in the state of California.

292. Defendant is a “person” within the meaning of California Civil Code § 1761(c).

293. Defendant violated California Consumer Legal Remedies Act, Civil Code § 1770(a)(5), *inter alia*, by representing that the RAVA Car Seat has characteristics, uses or benefits, which it does not have, and/or Civil Code § 1770(a)(7) by representing that the RAVA Car Seat is of a particular standard, quality, or grade, even though it is of another. Such conduct includes, among other things:

a. Designing, manufacturing, marketing, and selling the RAVA Car Seat consumers that contained material, fundamental defects without disclosing such defects to consumers;

b. Marketing and selling the RAVA Car Seat when it was not merchantable for the purpose of providing safe transportation for infants and small children;

c. Marketing and selling the RAVA Car Seat while concealing material facts from Plaintiffs and Class Members regarding the defects in the RAVA Car Seats that would manifest both within and outside their express or implied warranty periods that would create a safety risk for Plaintiffs and Class Members who purchased the RAVAs to provide safe and reliable

1 transportation for their infants and small children;

2 d. Concealing from Class Members that Defendant was in breach and intended  
3 to breach its warranty obligations as set forth in this complaint.

4 294. Pursuant to California Civil Code § 1782, Plaintiff Khanna sent a CLRA notice of  
5 violation and demand letter to Defendant on February 6, 2025. Plaintiffs Chapman, Barrales, Larry,  
6 and Smith sent a CLRA notice of violation and demand letter earlier to Defendant on January 29,  
7 2025. Plaintiffs Bernasconi Pelufo, Sadasey, and Faridian Kade sent a CLRA notice of violation  
8 and demand letter to Defendant on March 31, 2025. Plaintiffs have received no response.

9 295. Pursuant to California Civil Code § 1780, Plaintiffs, on behalf of themselves and  
10 Class Members, seek an order enjoining Defendant from the unlawful practices described herein  
11 and a declaration that Defendant's conduct violated the CLRA.

12 296. Pursuant to California Civil Code § 1782(d), Plaintiffs, on behalf of themselves and  
13 Class Members, also seek equitable relief as well as monetary relief from Defendant to provide  
14 actual, compensatory, statutory, punitive damages, and attorneys' fees and costs.

15 **COUNT EIGHT**  
16 **Unlawful, Unfair, and Fraudulent Business Acts and Practices**  
17 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***  
**(On behalf of Plaintiffs and the California Subclass)**

18 297. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this  
19 complaint as though fully set forth herein.

20 298. Plaintiffs bring this claim on behalf of themselves and the California Subclass.

21 299. Defendant's acts and practices constitute "unfair competition," "unlawful, unfair,  
22 and fraudulent business practices" and "unfair, deceptive, untrue, or misleading advertising" in  
23 violation of the Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.* The  
24 application of the UCL to the putative Class in this action is appropriate because Defendant's  
25 wrongful conduct alleged herein, includes but is not limited to Defendant's marketing and sale of  
26 defective, unsafe RAVA Car Seats in the state of California.

27 300. Defendant engaged in fraudulent, unlawful and unfair business practices in violation  
28 of the UCL by, among other things:

1 a. Designing, manufacturing, marketing and selling the RAVA Car Seat to  
2 consumers when it contained material, fundamental defects without disclosing such defects  
3 to consumers;

4 b. Marketing and selling RAVA Car Seats that were not merchantable for the  
5 purpose of providing safe transportation for infants and small children;

6 c. Marketing and selling RAVA Car Seats while concealing material facts from  
7 Plaintiff and Class Members regarding the defects in the RAVAs that would manifest both within  
8 and outside their express or implied warranty periods that would create a safety risk for Plaintiff  
9 and Class Members who purchased the RAVA Car Seats to provide safe transportation for infants  
10 and small children;

11 d. Concealing from Class Members that Defendant was in breach and intended  
12 to breach its warranty obligations as set forth in this First Amended Complaint;

13 e. Violating additional laws and regulations as set forth herein; and

14 f. Breaching its express and implied warranties with Class Members as set  
15 forth herein.

16 301. Defendant also violated the UCL because the utility of its conduct as described in  
17 this Complaint is outweighed by the gravity of the consequences to Plaintiffs and Class Members  
18 and because Defendant's conduct as described in this Complaint is immoral, unethical, oppressive,  
19 unscrupulous or substantially injurious to Plaintiffs and Class Members.

20 302. Plaintiffs and Class Members reasonably and justifiably relied on Defendant's  
21 conduct alleged herein. Had Defendant disclosed the existence of the Defect in the RAVA Car  
22 Seats in its advertising and marketing, Plaintiffs and Class Members would have learned of the true  
23 nature of the RAVA Car Seats and would have acted differently. Had Plaintiffs and Class Members  
24 known about the true state of facts of the RAVA Car Seats, they either would not have purchased  
25 the RAVA Car Seats, or else would have paid substantially less for them. Accordingly, Plaintiffs  
26 and Class Members overpaid for their RAVA Car Seats and did not receive the benefit of their  
27 bargain.

28 303. Had Defendant disclosed the existence of the Defect in the RAVA Car Seats in its

1 advertising and marketing, Plaintiffs and Class Members would have learned of the true nature of  
 2 the RAVA Car Seats and would have acted differently. Had Plaintiffs and Class Members known  
 3 about the true state of facts of the RAVA Car Seats, they either would not have purchased the  
 4 RAVA Car Seats, or else would have paid substantially less for them. Accordingly, Plaintiffs and  
 5 Class Members overpaid for their RAVA Car Seats and did not receive the benefit of their bargain.

6 304. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs, on behalf of themselves and  
 7 Class Members, have suffered injury in the form of lost money and property, including but not  
 8 limited to a diminishment in the value and useful life of the RAVA Car Seat, as a direct and  
 9 proximate result of Defendant's fraudulent, unlawful, and unfair business practices are therefore  
 10 entitled to equitable relief, including restitution, disgorgement of profits Defendant obtained from  
 11 its fraudulent, unlawful, and unfair business practices, and an order enjoining Defendant from the  
 12 unlawful practices described herein, as well actual damages, punitive damages, and attorneys' fees  
 13 and costs.

#### 14 **COUNT NINE**

#### 15 **Violation of California False Advertising Law, 16 Cal. Bus. & Prof. Code §§ 17500, *et seq.* (On behalf of Plaintiffs and California Subclass)**

17 305. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this  
 18 complaint as though fully set forth herein.

19 306. Plaintiffs bring this claim on behalf of themselves and the California Subclass.

20 307. Each of the above deceptive and misleading advertising practices of Defendant set  
 21 forth above constitutes untrue or misleading advertising under the California False Advertising Law  
 22 ("FAL"), California Business & Professions Code § 17500, *et seq.*

23 308. At all material times, Defendant's statements and marketing and advertising  
 24 materials misrepresented or omitted material facts regarding the safety of Defendant's RAVA Car  
 25 Seat as set forth in this Complaint. Defendant is disseminating statements, marketing and  
 26 advertising concerning the safety of its RAVA Car Seat that are unfair, untrue, deceptive, or  
 27 misleading within the meaning of California Business & Professions Code § 17500, *et seq.*

28 309. Defendant's acts and practices have deceived and/or are likely to continue to deceive



1 Plaintiffs, members of the California Subclass, and the public. As set forth above, Defendant's  
2 safety and quality claims are deceptive and misleading to reasonable consumers because the  
3 coverless front harness adjuster button on the RAVA Car Seat is defective, making the RAVA  
4 extremely hazardous as it fails to meet average standards of safety. Moreover, Defendant  
5 intentionally does not disclose any of this information to consumers and instead represents that the  
6 RAVA Car Seat is beyond average levels of safety.

7 310. Defendant marketed, advertised, labeled, and represented the RAVA Car Seats as  
8 merchantable and fit for the ordinary purposes for which they were used and sold and were not  
9 otherwise injurious to consumers.

10 311. More specifically, Defendant misrepresented the true nature, quality, and character  
11 of the RAVA Car Seats by failing to disclose the existence of the Defect and by misrepresenting  
12 that the RAVA Car Seats were fit for their intended purpose of providing safe restraint to infants  
13 and children in a vehicle.

14 312. To the contrary, the RAVA Car Seats contained the dangerous Defect at the time of  
15 purchase and no reasonable consumer would believe that, in light of the dangerous Defect, that the  
16 RAVA Car Seats were merchantable or fit for the ordinary purpose for which they were used and  
17 sold or were not otherwise injurious to consumers, where Plaintiff and Class Members could not  
18 immediately identify the Defect.

19 313. At the time it made the misrepresentations, Defendant either knew or should have  
20 known about the existence of the Defect in the RAVA Car Seats, which rendered them unsafe.  
21 Defendant concealed, omitted, and failed to disclose this information from Plaintiffs and Class  
22 Members.

23 314. Defendant has violated the FAL because the misrepresentations and omissions  
24 regarding the RAVA Car Seats as set forth herein were material and likely to deceive a reasonable  
25 consumer.

26 315. The misrepresented facts concerning the RAVA Car Seats were also material  
27 because they concern central functions of the RAVA Car Seats—namely, that the RAVA Car Seats  
28 are safe, free of defect, and capable of providing safe restraint to infants and children in a vehicle,

1 including during a crash.

2 316. Plaintiffs and Class Members purchased the RAVA Car Seats in reliance on the  
3 statements made in Defendant's advertising and marketing materials and Defendant's omissions  
4 and concealment of material facts regarding the quality and use of the RAVA Car Seats.

5 317. Had Defendant disclosed the existence of the Defect in the RAVA Car Seats in its  
6 advertising and marketing, Plaintiffs and Class Members would have learned of the true nature of  
7 the RAVA Car Seats and would have acted differently. Had Plaintiffs and Class Members known  
8 about the true state of facts of the RAVA Car Seats, they either would not have purchased the  
9 RAVA Car Seats, or else would have paid substantially less for them. Accordingly, Plaintiffs and  
10 Class Members overpaid for their RAVA Car Seats and did not receive the benefit of their bargain.

11 318. As a direct and proximate result of Defendant's conduct as set forth herein,  
12 Defendant has obtained ill-gotten gains and/or profits, including but not limited to money from  
13 Plaintiffs and Class Members who paid for the RAVA Car Seats, which contained the Defect.

14 319. Plaintiffs, on behalf of themselves and Class Members, have suffered injury in the  
15 form of lost money and property, including but not limited to a diminishment in the value and useful  
16 life of the RAVA Car Seat, as a direct and proximate result of Defendant's fraudulent, unlawful,  
17 and unfair business practices are therefore entitled to equitable relief, including restitution,  
18 disgorgement of profits Defendant obtained from its fraudulent, unlawful, and unfair business  
19 practices, and an order enjoining Defendant from the unlawful practices described herein, as well  
20 as any other relief allowed under California law.

21 **COUNT TEN**  
22 **Unjust Enrichment**

**(On behalf of Plaintiffs and the Nationwide Class and California Subclass)**

23 320. Plaintiffs incorporate by reference and re-allege all prior paragraphs of this  
24 complaint as though fully set forth herein.

25 321. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class and the  
26 California Subclass.

27 322. Plaintiffs and Class Members conferred benefits on Defendant by purchasing the  
28 RAVA Car Seat.

1           323. Defendant has knowledge that such benefits were conferred upon it.

2           324. Defendant's unfair and unlawful conduct includes, among other things, designing,  
3 manufacturing, and selling the Products with the dangerous Defect as well as making false and  
4 misleading representations about the nature, quality and character of the Products as being safe and  
5 fit for their intended purpose of providing safe restraint to infants and children in a vehicle. Contrary  
6 to these representations, the Products pose an unreasonable risk of serious severe or fatal injury in  
7 the event of a crash.

8           325. Defendant omitted, concealed, and failed to disclose to consumers, including  
9 Plaintiffs and Class Members, that the Products pose serious safety risks to children, including that  
10 the Products are inherently defective; unreasonably dangerous; not fit to be used for their intended  
11 purpose; and contain a uniform Defect that renders the Products unsafe and unsuitable for children.  
12 Rather than disclose this information, Defendant marketed the Products as safe and fit for their  
13 intended purpose.

14           326. Defendant failed to adequately warn Plaintiffs and Class Members that the Products  
15 contained the Defect, were not a safe or suitable car seat for children, and could cause severe or  
16 fatal injury in the event of a crash.

17           327. Because of its wrongful acts and misrepresentations and omissions, Defendant  
18 charged a higher price for the Products than the Products' true value. Plaintiffs and Class Members  
19 purchased the Products without knowing the true nature, quality, and character of the Products,  
20 which Defendant concealed and misrepresented. Accordingly, Defendant obtained money which  
21 rightfully belongs to Plaintiffs and Class Members.

22           328. Defendant's acts and business practices offend the established public policy of  
23 California, as there is no societal benefit from false advertising, only harm. While Plaintiffs and  
24 Class Members were harmed at the time of purchase, Defendant was unjustly enriched by their  
25 misrepresentations, false statements and/or material omissions.

26           329. Plaintiff and Class Members were harmed when they purchased the Products as a  
27 result of Defendant's misrepresentations, false statements, and/or material omissions, as set forth  
28 herein. Plaintiffs and Class Members have suffered an injury in fact, including the losses of money

1 or property, as a result of Defendant's unfair, unlawful, and/or deceptive practices.

2 330. Defendant's conduct allows them to knowingly realize substantial revenues from  
3 selling the Product at the expense of, and to the detriment of, Plaintiffs and Class Members, and to  
4 Defendant's benefit and enrichment. Defendant's retention of these benefits violates fundamental  
5 principles of justice, equity, and good conscience. Plaintiffs and Class Members conferred  
6 significant financial benefits and paid substantial compensation to Defendant for the Products,  
7 which were not as Defendant represented them to be.

8 331. Defendant has been unjustly enriched in retaining the revenues derived from  
9 Plaintiffs' and Class Members' purchases of the RAVA Car Seat. Retention of those monies under  
10 these circumstances is unjust and inequitable because Defendant represented that the RAVA Car  
11 Seat are safe for its principal use of safely transporting children when it is not.

12 332. Because Defendant's retention of the non-gratuitous benefits conferred on it by  
13 Plaintiffs and Class Members is unjust and inequitable, Defendant must pay restitution to Plaintiffs  
14 and the Class Members for their unjust enrichment, as ordered by the Court.

### 15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs demand judgment individually, and on behalf of themselves,  
17 and members of the Class, as follows:

- 18 A. For an order certifying the Class and Subclass under Federal Rule of Civil  
19 Procedure 23 and naming Plaintiffs as representatives of the Class and Subclass,  
20 and Plaintiffs' attorneys as Class Counsel;
- 21 B. For an order declaring that Nuna's conduct violates the statutes referenced herein;
- 22 C. For an order finding in favor of Plaintiffs, the Class, and/or the Subclass on all  
23 counts asserted herein;
- 24 D. Award actual, compensatory, statutory, and punitive damages in amounts to be  
25 determined by the Court and/or jury;
- 26 E. Award restitution and order disgorgement of all profits and unjust enrichment that  
27 Nuna obtained from Plaintiffs and Class Members as a result of Nuna's unlawful,  
28 unfair, and fraudulent business practices;

- F. Grant injunctive relief as permitted by law or equity, including enjoining Nuna from continuing the unlawful practices and illegal acts detailed herein;
- G. Award pre- and post-judgment interest on all amounts awarded;
- H. Award Plaintiffs, the Class, and Subclass their reasonable attorneys' fees and expense and cost; and
- I. Order such other and further relief as may be just and proper.

### JURY TRIAL DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,

DATED: August 7, 2025

DATED: August 7, 2025

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

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